



INVITATION TO BID
Morgan Falls
Road Improvements
(Morgan Falls Apartments to Overlook Park)

City of Sandy Springs, Fulton County, Georgia

PI: 0010652

CITY OF SANDY SPRINGS PROJECT T-0034TE

BID NO: 18-047

PRE-BID CONFERENCE (Not Mandatory)

January 31, 2018 at 10:00 A.M.

City of Sandy Springs
7840 Roswell Road, Bldg 500
Sandy Springs, Georgia 30350

BID DUE DATE:

February 16, 2018 at 11:00 A.M.

City of Sandy Springs Purchasing Office
7840 Roswell Road, Bldg 500
Sandy Springs, Georgia 30350

Questions must be directed in writing to:
City of Sandy Springs, T-SPLOST Contract Specialist,
Kazonga Singleton
via e-mail to:

purchasing@sandyspringsga.gov

All questions are due by February 2, 2018 at 5:00 P.M.

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Definitions

1. ADA-Americans with Disabilities Act. The federal Act that gives civil rights protections to the disabled similar to those provided to individuals based race, color, sex, national origin, age and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, State and local government services and telecommunications.
2. Contract Documents-the Contract Agreement, General Conditions, Special Provisions, Technical Specifications, Drawings and Plans, Bidding Documents.
3. Contractor-the Prime Contractor for the Construction Project.
4. CWHSSA-Contract Work Hours and Safety Standards Act. The federal Act that requires time and one-half for overtime (O/T) hours (over 40 in any workweek) worked on the covered project.
5. Copeland Act (Anti-Kickback Act)-the federal Act that makes it a federal crime for anyone to require any laborer or mechanic (employed on a federal or federally assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly payroll reports (CPRs) and regulates permissible payroll deductions.
6. DBA-Davis Bacon Act. The federal Act that requires the payment of prevailing wage rates, determined by the Department of Labor (DOL), to all laborers and mechanics on federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.
7. DOL-U.S. Department of Labor.
8. EA-Each
9. Project Landscape Architect-The Sandy Springs Director of Public Works or a duly authorized representative.
10. GAL-Gallon.
11. GDOT-Georgia Department of Transportation.
12. LF-Lineal Feet.
13. LS-Lump Sum.
14. Owner-City of Sandy Springs.
15. SSPWD-Sandy Springs Public Works Department.
16. SY-Square Yard.
17. TN-Ton.

**CITY OF SANDY SPRINGS
INVITATION TO BID # 18-047
MORGAN FALLS ROAD IMPROVEMENTS
MORGAN FALLS APARTMENTS TO OVERLOOK PARK**

**CITY OF SANDY SPRINGS PROJECT NO. T-0034TE
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA
PI: 0010652**

The City of Sandy Springs is accepting sealed bids from qualified firms, **meaning a Prequalified or Prequalified Contractors and Registered Subcontractors Contractor listed by the Georgia Department of Transportation, Office of Contract Administration**, for the Morgan Falls Road Improvements from Morgan Falls Apartments to Overlook Park Project for the Public Works Department. **The DBE goal for this project is fifteen (15) percent.**

The bidder qualifications for this project are as follows:

- Bidders submitting bids over \$2,000,000 shall be GDOT prequalified.
- Bidders submitting bids \$2,000,000 or less shall be prequalified or registered subcontractors with the GDOT.

Sealed bids will be received no later than February 16, 2018; 11:00 a.m. in the City of Sandy Springs Purchasing Office, 7840 Roswell Road, Bldg. 500, Sandy Springs, Georgia 30350 at which time bids will be opened and publicly read aloud. Bids received after the above time or in any other location other than the Purchasing Office **shall not** be accepted. **A non-mandatory pre-bid conference will be held January 31, 2018; 10:00 a.m. at the City of Sandy Springs, 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350.** All questions shall be forwarded in writing to Kazonga Singleton, T-SPLOST Contract Specialist, at purchasing@sandyspringsga.gov **Deadline for questions from prospective contractors is February 2, 2018; 5:00 p.m. Questions received after this date and time may not be answered.** Reference ITB #18-047 Morgan Falls Road Improvements PI: 0010652 in the subject line when requesting information.

Bid packages are available on the City of Sandy Springs website, purchasing page, at <http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements> and may also be downloaded from the DOAS website at www.doas.georgia.gov. Plans for this project are available at LDI Norcross 3030-A Business Park Drive, Norcross, GA 30071, 770 263-1010 (P), 770-417-1147 (F), www.ldiline.com.

The City of Sandy Springs reserves the right to extend the contract based upon the terms of the Invitation to Bid. The City of Sandy Springs reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.

Bids shall be presented in a sealed opaque envelope with the bid number and name **ITB# 18-047, Morgan Falls Road Improvements (Morgan Falls Apartments to Overlook Park Project)** **PI: 0010652** clearly marked on the outside of the envelope. The name of the company or firm

submitting a bid should also be clearly marked on the outside of the envelope. Two (2) originals in hard copy and one (1) digital copy in PDF format **SHALL** BE SUBMITTED. Bids **shall not be** accepted verbally or by fax or email.

The City of Sandy Springs reserves the right to extend the contract based upon the terms of the Invitation to Bid. If the contract is awarded, it will be awarded to the lowest responsive and responsible bidder whose proposal shall have met all the prescribed requirements and has proven experience in the proposed type of work. The low bid will be determined based on the sum of the base bid and any alternates selected by the owner. The City of Sandy Springs reserves the right to reject any or all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs. This project requires the submission of a bid bond (5% of base bid), performance bond (100% of contract amount), and a payment bond (110% of contract amount).

The City of Sandy Springs in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The Georgia Department of Transportation Standard Specifications, 2013 Edition, GDOT Supplemental Specifications Book, 2016 Edition, and applicable special provisions and supplemental specifications apply to this project.

The project consists of erosion control, installation of a retaining wall, detention pond, grading and landscaping at Overlook Park and along various areas on Morgan Falls Road. The selected contractor must be able to start work within ten (10) calendar days after the “Notice to Proceed” is issued. The time of completion for the project is one hundred and twenty (120) calendar days from the date of the “Notice to Proceed.” Section 108.08 of the State of Georgia Department of Transportation *Standard Specifications Construction of Transportation Systems* (current edition) shall be applied. The applicable GDOT specifications govern over any conflicting requirements that may be found in the Agreement, Supplemental General Provisions, and General Conditions. All bids submitted shall have a proposal acceptance time up to one hundred and twenty (120) days.

Rusty Paul
Mayor

John McDonough
City Manager

BIDDING INSTRUCTIONS

Failure to return the following bid documents will result in the bid being deemed non-responsive and the bid will be rejected:

1. City Bid Form and Addenda Acknowledgement.....	7
2. Insurance Requirements.....	10
3. City Bid Bond Form.....	13
4. City Performance Bond Form.....	16
5. City Payment Bond Form.....	18
6. City Maintenance Bond.....	21
7. City Qualification Signature and Certification Form.....	22
8. City Corporate Certificate.....	23
9. City List of Subcontractors	24
10. Affidavit Verifying Status for City Public Benefit Application	27
11. Contract Agreement –Including all related Articles, and Exhibits (Unit Price and Bid Proposal Form) filled out, and authorized by the Contractor.....	31

In addition, the following items must also be submitted with the bid,

12. Completed Federal- Aid Certification
13. DBE Goals Form
14. Georgia Security Immigration Compliance Act Affidavit

BID FORM

**TO: PURCHASING DIVISION CITY
OF SANDY SPRINGS
7840 ROSWELL ROAD, BUILDING 500
SANDY SPRINGS, GA 30303**

Ladies and Gentlemen:

In compliance with your Invitation to Bid, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Sandy Springs, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents, or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**Morgan Falls Road Improvements (Morgan Falls Apartments to
Overlook Park)
Project No: T-0034TE**

The Bidder has carefully examined and fully understands the Contract, Specifications, federal provisions and compliance requirements, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself/herself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his/her bid is accepted, that he/she will contract with the City of Sandy Springs in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance The Georgia Department of Transportation Standard Specifications, 2013 Edition, GDOT Supplemental Specifications Book, 2016 Edition, and applicable special provisions and supplemental special provisions apply to this project. The applicable GDOT Specifications govern over any conflicting requirements that may be found in the Agreement, Supplemental General Provisions, and General Conditions. During the process of completion of the work, the contractor shall use suppliers on the appropriate GDOT Qualified Products List.

It is the intent of this Bid to include all items of construction and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated. Furthermore, the bid acceptance time or bid withdrawal time is 120 days.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled. The bidder if awarded the project shall be required to attend a preconstruction conference. The GDOT Area Engineer is to be invited to this meeting in addition the DBE

firms to be used on this project as identified on the DBE Goals Form are to be invited to the preconstruction conference to assure such firms are known to all parties and steps are taken to assure their use on the project.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of the Notice to Proceed and to complete the Base Bid improvements within one hundred and twenty (120) days from the Notice to Proceed.

The Bidder agrees that all substitutes to products/materials noted as "or approved equal" shall be submitted in writing ten days (10) prior to bidding.

Attached hereto is an executed Bid Bond:

	of	
Name of Financial Institution		City, State
\$ 		
In the dollar amount of (5% of Bid Amount)		

If this bid shall be accepted by the City of Sandy Springs and the undersigned shall fail to execute a satisfactory Contract in the form of said proposed Contract and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten (10) days from the Notice of Award of the Contract, then the City of Sandy Springs may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond check shall be forfeited to the City of Sandy Springs.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date Received

Bidder further declares that the full name and resident address of the Bidder's Principal is as follows:

Signed, sealed and dated this _____ day of _____
Date Month

Bidder: _____
Company Name
Seal

Bidder Mailing Address: _____

City/State/ Zip: _____

Phone: _____

Fax: _____

Bidder Email Address: _____

By: _____

Title: _____

By: _____

Title: _____

INSURANCE REQUIREMENTS

Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of, not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts,

misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

(d) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

(e) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

(f) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read:

The City of Sandy Springs

7840 Roswell Road, Building-500

Sandy Springs, Georgia 30350.

BONDING REQUIREMENTS

Each bid must be accompanied with a Bid Bond (bonds only, certified checks or other forms are not acceptable) in an amount equal to five percent (5%) of the base bid, payable to the City of Sandy Springs.

Said bid bond guarantees the Bidder will enter into a contract to construct the Project strictly within the terms and conditions stated in this bid, and in the bidding and contract documents, should the construction Contract be awarded.

The Successful Bidder shall be required to furnish a bond for the faithful performance on the contract and a bond to secure payment of all claims for materials furnished and/or labor performed in performance of the sidewalk construction Project.

Bonding shall be in the following amounts:

Bond Type	Amount
<u>Payment Bond</u>	One hundred ten percent (110%) of the contract
<u>Performance Bond</u>	One hundred percent (100%) of the contract
<u>Maintenance Bond</u>	(to be issued after project One-third (1/3) of contract completion)

The Maintenance Bond shall be required to guarantee repair or replacement caused by defective workmanship or materials for a period of one (1) year from the completion of the contract.

Bonds shall be issued by a corporate surety appearing on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to do business in the State of Georgia. The U.S. Treasury most current corporate surety list can be found at <http://www.fms.treas.gov/c570/c570.html>.

The date of each bond must not be prior to the date of the Contract. If the Contractor is a Partnership; all partners shall execute the bond.

BID BOND

KNOW THESE MEN BY ALL THESE PRESENTS, THAT

Contractor Name: _____ at

Address: _____

a Corporation, Partnership and/or Individual hereinafter called Principal, and

Surety Name

Surety Address, City, State, Zip

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, and held and firmly bound unto the City of Sandy Springs, Georgia (Obligee), at 7840 Roswell Road, Building 500, Sandy Springs, GA, 30350 (Obligee address), hereinafter referred to as Obligee, in the penal sum of _____ Dollars (\$) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to the City of Sandy Springs, Georgia, a proposal for furnishing materials, labor and equipment for:

**Morgan Falls Road Improvements (Morgan Falls Apartments
to Overlook Park)
Project No: T-0034TE**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany a Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid is accepted, the Principal shall within ten (10) days after receipt of notification of the acceptance execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth in the form and manner required by the City of Sandy Springs, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the City of Sandy Springs, Georgia, each in an amount of one hundred percent (100%) of the total Contract Price, in form and with security satisfactory to said City of Sandy Springs, Georgia, and otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the City of Sandy Springs, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this Bond is executed pursuant, to and in accordance with the applicable provisions of the Official Code of Georgia Annotated (O.C.G.A), as amended, including, but not limited to, O.C.G.A. Section 13-10-1 et. seq.

and Section 36-86-101, et. seq. and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____ A.D., 20 _____
Day Month

ATTEST:

Principal Secretary

SEAL:

Principal _____

BY: _____

Address

City, State, Zip

Witness to Principal

Address

City, State, Zip

SURETY

ATTEST:

BY: _____ BY: _____
Attorney-in-Fact & Resident Agent Attorney-in-Fact & Resident Agent

Address Address _____

City, State, Zip City, State, Zip _____

SEAL

Witness as to Surety

Address City, State, Zip _____

PERFORMANCE BOND

KNOW THESE MEN BY ALL THESE PRESENTS, THAT

Contractor Name: _____ at

Address: _____

a Corporation, Partnership and/or Individual hereinafter called Principal, and

Surety Name

Surety Address, City, State, Zip

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, and held and firmly bound unto the City of Sandy Springs, Georgia, (Obligee) at 7840 Roswell Road, Building 500, Sandy Springs, GA, 30350 (Obligee address), hereinafter referred to as Obligee, in the penal sum of _____ Dollars (\$) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound Principal shall well, truly, fully and faithfully perform said Contract according to its terms, covenants, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during all undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then his obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Covenant or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated (O.C.G.A.), as Amended, including but not limited to, O.C.G.A. Section 13-10-1 et. seq. and Section 36-86-101, et. seq. and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____ A.D., 20 _____
Date Month

ATTEST:

Principal Secretary

SEAL:

Principal

BY: _____

Address

City, State, Zip

Witness to Principal

Address

City, State, Zip

SURETY

ATTEST:

BY: _____
Attorney-in-Fact & Resident Agent

Address

City, State, Zip

SEAL

Witness as to Surety

Address

BY: _____
Attorney-in-Fact & Resident Agent

Address

City, State, Zip

City, State, Zip

PAYMENT BOND

KNOW THESE MEN BY ALL THESE PRESENTS, THAT

Contractor

Name: _____ at

Address: _____

a Corporation, Partnership and/or Individual hereinafter called Principal, and

Surety Name

Surety Address, City, State, Zip

A corporation of the State of _____, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, and held and firmly bound unto the City of Sandy Springs, Georgia, (Obligee) at 7840 Roswell Road, Building 500, Sandy Springs, GA, 30350 (Obligee address), hereinafter referred to as Obligee, in the penal sum of _____ Dollars (\$) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee, dated _____.

NOW, THEREFORE, the conditions of this obligation are such that it the Principal shall well, truly and faithfully perform said Contract in accordance to its terms, covenants and conditions and shall promptly pay all persons furnishing labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment had not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery and equipment furnished or the subcontract completed.

PROVIDED, FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract to the Work to be performed thereunder shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alterations or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery and/or equipment

having a direct contractual relationship with a Subcontractor, but no contractual relationship express or implied with the Principal.

Unless such person shall have given notice to the Principal within one hundred twenty (120) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed. Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated (O.C.G.A.), as Amended, including, but not limited to, O.C.G.A. Section 13-10-1, et. seq. and Section 36-86-101 et. seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this _____ day of _____ A.D., 20 _____
Date Month

ATTEST:

Principal Secretary

SEAL:

Principal

BY: _____

Address

City, State, Zip

Witness to Principal

Address

City, State, Zip

SURETY

ATTEST:

BY: _____
Attorney-in-Fact & Resident Agent

Address

City, State, Zip

SEAL

BY: _____
Attorney-in-Fact & Resident Agent

Address

City, State, Zip

Witness as to Surety

Address

City, State, Zip

MAINTENANCE BOND

CITY OF SANDY SPRINGS, GEORGIA

PROJECT NO: **T-0034TE, City of Sandy Springs PI # 0010652**

FULTON COUNTY, GEORGIA BOND NO: ____

KNOW ALL MEN BY THESE PRESENTS

That we, _____ as Principal, and
_____ as Surety, are held and firmly bound unto the
CITY OF SANDY SPRINGS, GEORGIA, as Obligee in the sum of 1/3 of the contract bid for
the payment of which said Principal and Surety bind
themselves, their heirs, administrators, executors, successors and assigns jointly and
severally, firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the City of Sandy
Springs for

Morgan Falls Road Improvements (Morgan Falls Apartments to Overlook Park Project):

and said work has now been completed and the Obligee desires a maintenance bond
guarantee said improvements for a period of one (1) year beginning
_____ and ending _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal
shall fully indemnify and save harmless the City of Sandy Springs from any and all loss,
costs, expenses or damages, for any repairs or replacements required because of
defective workmanship or materials in said construction, then this obligation shall be
null and void; otherwise to be and remain in full force and effect as to any such claim
arising within two (2) year from the completion (Final Acceptance) of said construction
as set forth in said agreement.

Signed, sealed and dated this _____ day of _____, 20

Witness:

(Principal)

(Name of Surety. Company)

(Attorney-in-fact)

**QUALIFICATIONS SIGNATURE AND CERTIFICATION (Bidder
must sign and return)**

I certify that this offer is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud.

I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences and civil damage awards.

I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the proposer. I further certify that the provisions of the Official Code of Georgia Annotated (O.C.G.A.), Section 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____ who signed the said bid on behalf of the Contractor, was then (title) _____ of said Corporation; that said bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____.

This _____ day of _____ A.D., 20 _____
Date Month

Signature

Seal

LIST OF SUBCONTRACTORS

I do _____, I do not _____ propose to subcontract some of the work on this Project. All Subcontractors, if used, must be listed in the table below:

LIST OF SUBCONTRACTORS

1. Landscape Subcontractor

Company Name _____

Address _____ City, State & Zip _____

Phone _____ Fax _____

Contact Name & Title _____

Contact Email _____

Is this Subcontractor a federal, state, local or other certified minority, women-owned, small or disadvantaged business?

☐
Yes

☐
No

Number of years in business _____

List of three (3) projects of similar size and scope, along with references for each project.

a. _____

b. _____

c. _____

2. Electrical Subcontractor

Company Name _____

Address _____ City, State & Zip _____

Phone _____ Fax _____

Contact Name & Title _____

Contact

Email _____

Is this Subcontractor a federal, state, local or other certified minority, women-owned, small or disadvantaged business?

☐
Yes

☐
No

Number of years in business _____

List of three (3) projects of similar size and scope,
along with references for each project.

a.

b.

c.

3. Other Subcontractor (specify)

Company Name _____

Address _____ City, State &
Zip _____

Phone _____ Fax _____

Contact Name & Title _____

Contact Email _____

Is this Subcontractor a federal, state, local or other
certified minority, women-owned, small or
disadvantaged business?

☐
Yes

☐
No

Number of years in business _____

List of three (3) projects of similar size and scope,
along with references for each project.

a.

b.

c.

4. Other (please specify)

Subcontractor Company Name _____

Address _____ City, State &
Zip _____

Phone _____ Fax _____

Contact Name & Title _____

Contact
Email _____

Is this Subcontractor a federal, state, local or other certified minority, women-owned, small or disadvantaged business?

☐
Yes

☐
No

Number of years in business

List of three (3) projects of similar size and scope, along with references for each project.

a.

b.

c.

**Affidavit Verifying Status
For City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

_____.

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date:

Printed Name: _____

*Alien Registration number for non-citizens

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20_____

Notary Public: _____ My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of “alien”, legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, __, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, __, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:



**SAMPLE
CONTRACT AGREEMENT**

For

**Morgan Falls
Road Improvements**
(Morgan Falls Apartments to Overlook Park)

Between

CITY OF SANDY SPRINGS, GEORGIA

("City")

and

("Contractor")



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PROVISIONS & SUPPLEMENTAL SPECIFICATIONS

CONTRACT AGREEMENT

This Agreement is made by and between the City of Sandy Springs, a political subdivision of the State of Georgia (hereinafter referred to as the City) and contractor name, (hereinafter referred to as the Contractor) under seal for construction of the Morgan fall Road Improvements (Morgan Falls Apartments to Overlook Parks) (hereinafter referred to as the Project);

WHEREAS, the Contractor desires to enter into this Agreement for construction of the Project and has represented to the City that it is qualified (**meaning a Prequalified Prime Contractor with GDOT if bid submitted is over \$2,000,000 or registered subcontractors with GDOT if bid submitted is less than \$2,000,000.**) and experienced to provide such services necessary for construction of the Project (the City requires that the Contractor and to comply with all federal, state and local legal requirements imposed on the Project as the result of federal funding and the City has relied on such representation);

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by and between the Contractor and the City as follows:

- Bidders submitting bids over \$2,000,000 shall be prequalified with the GDOT.
- Bidders submitting bids \$2,000,000 or less shall be prequalified or registered subcontractors with the GDOT.

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the City and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, General Conditions, Special Provisions, the Technical Specifications, the Drawings and Plans, Bidding Documents, all Change Orders and Field Orders issued hereafter, the base bid made by the Contractor in response to the City's Invitation to Bid No. 18-047 (the "Bid"), and any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form a part of this Contract.

1.3 Entire Agreement

1.3.1 The Contract Documents constitute the entire and exclusive agreement between the City and the Contractor with reference to the Project.

1.4 Subletting, Assignment, or Transfer

1.4.1 It is understood by the parties to this Agreement that the Work of the Contractor is considered personal by the City. The Contractor agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the City.

1.4.2 The City reserves the right to review all subcontracts prepared in connection with the Agreement, and the Contractor agrees that it shall submit to the City proposed subcontract documents together with Subcontractor cost estimates for the City's review and written concurrence in advance of their execution.

1.4.3 All subcontracts in the amount of \$10,000.00 or more shall include the provisions set forth in this Agreement.

1.5 No Privity with Others

1.5.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and any person or entity other than the Contractor.

1.6 Intent and Interpretation

1.6.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price, as hereinafter defined.

1.6.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract. The applicable GDOT specifications govern over any conflicting requirements that may be found in the Agreement, Supplemental General Provisions, and General Conditions.

1.6.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.6.4 The words include, includes, or including, as used in this Contract, shall be deemed to be followed by the phrase, without limitation.

1.6.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.6.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.6.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the shop drawings and the product data and shall give written notice to the City of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the City of the Contract Documents, shop drawings or product data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING THE DOCUMENTS FOR THE PROJECT, INCLUDING THE DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the City concerning such documents as no such representation or warranties have been or are hereby made.

1.6.8 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.7 Ownership of Contract Documents

1.7.1 The Contractor may be provided, have access to or become aware of the City's Confidential Information including the City's strategic plans, employee data, customer data and other technical and business information of the City (collectively referred to as the "Confidential Information"). The term Confidential Information includes the deliverables as well as all information generated by the Contractor that contains, references or is derived from the Confidential Information and the Services including, without limitation, the Contractor's summaries, analysis, extracts, working papers and notes relating to the Services and the Deliverables (referred to as the "Working Papers"). The Contractor agrees not to disclose the Confidential Information to third parties without the prior written approval of the City and not to make use of the Confidential Information other than as needed to perform the Services. The Contractor further agrees that it will only disclose the Confidential Information to its personnel on a need-to-know basis solely for the performance of the Services and will protect the Confidential Information with the same degree of care that the Contractor uses to protect its own confidential information, but no less than reasonable care or as the various laws may require or impose.

All Confidential Information as well as other documents, data and information provided to the Contractor by the City is and will remain the property of the City to the extent that it was the property of the City at the time it was provided to the Contractor.

All Confidential Information shall be returned to the City by the Contractor within five (5) business days of the completion of the Services under this Contract. The Contractor will keep no copies of the Confidential Information except that the Contractor may retain one copy of the Working Papers as required by law, regulation, professional standards or reasonable business practice. If requested by the City, an officer of the Contractor will certify in writing that, to the best of his/her knowledge, information and belief, all Confidential Information and all copies thereof (except for one copy of the Working Papers) have been delivered to the City or destroyed.

The Contract Documents, and each of them, shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided,

however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

1.8 Hierarchy of Contract Documents

1.8.1 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large scale drawings and small scale drawings, the large scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; (d) as between the Contract Agreement and General and the specifications, the requirements of the Contract Agreement shall govern. As set forth hereinabove, any and all conflicts, discrepancies, or inconsistencies shall be immediately reported to the City in writing by the Contractor.

ARTICLE II

THE WORK

2.1 Contractor Responsibility

2.1.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

2.2 "Work" Defined

2.2.1 The term Work shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described in Exhibit A, SCOPE OF SERVICES, attached hereto and incorporated herein.

2.3 Review of Work

2.3.1 Authorized representatives of the City, GDOT, and affected federal agencies may at all reasonable times review and inspect the activities and data collected under the terms of the Contract and any amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the City.

2.4 Workday and Restrictions, Suspension and Interruption

2.4.1 Normal workday for the Work shall be from 8:00 A.M. to 5:00 P.M. and the normal work week shall be Monday through Friday. The City will consider extended workdays or work weeks upon written request on a case-by-case basis. The City may restrict work hours in certain locations or at certain times of the day. No work will be allowed on national holidays (i.e., Memorial Day, July 4th, Labor Day, etc.). The City may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as it may determine appropriate for the convenience of the City. The time for completion of the Work shall be extended by the number of days the Work is suspended. The City shall not be responsible for any claims, damages or costs stemming from any delay of the Project.

2.5 Work to be performed by the Prime Contract

2.5.1 Tasks constituting of at least fifty-one percent (51%) of the value of this contract must be performed directly by the prime contractor and shall not be sub-contracted to other firms.

2.5.2 The contractor shall identify which tasks shall be self-performed.

ARTICLE III

CONTRACT TIME

3.1 Time and Liquidated Damages

3.1.1 The Contractor shall not proceed to furnish such services and the City shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to the Contractor from the City. The Contractor shall commence the Work no later than ten (10) days after the effective date of the Notice to Proceed and shall achieve Substantial Completion of the Work, as hereinafter defined, no later than 120 Calendar Days, in accordance with the Contract Documents. The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the Contract Time. The Work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by the parties hereto in writing as provided herein.

3.1.2 The Contractor shall pay the City the sum of \$500.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1 Substantial Completion shall mean that stage in the progression of the Work when the City deems the Work is sufficiently complete in accordance with this Contract that the City can enjoy beneficial use and occupancy of the Work and can utilize the Work for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 The Contract Price

4.1.1 The total contract amount for the Project (the "Contract Price") shall be as set forth in the bid schedule ("Bid Schedule") attached hereto as EXHIBIT B, BID SCHEDULE and incorporated herein. Payment to the Contractor pursuant to the Bid Schedule is full payment for the complete scope of services. The Contract Price shall not be modified except by Change Order as provided in this Contract.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 Bid Schedule

5.1.1 The Contractor shall invoice and be paid pursuant to the Bid Schedule contained in the Contract Documents.

5.2 Payment Procedure

5.2.1 The City shall pay the Contract Price to the Contractor as provided below.

5.2.2 Based upon the Contractor's invoices for payment submitted to the City, the City shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 5th day of each month after commencement of the Work, the Contractor shall submit an invoice for Work satisfactorily completed as evaluated by an inspector representing the City pursuant to the Bid Schedule. The invoice shall be in such form and manner, and with such supporting data and content, as the City may require. Such invoice shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Work, that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the City will review the invoice and may also review the Work at the Project Site or elsewhere to determine whether the quantity and quality of the Work is as represented in the invoice and is as required by this Contract. The City shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following receipt of each invoice. The amount of each partial payment shall be the amount approved for payment less such amounts, if any, otherwise owing by the Contractor to the City or which the City shall have the right to withhold as authorized by this Contract. The City shall not be precluded from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

5.2.4 The Contractor warrants that upon submittal of an invoice, all Work for which payments have been received from the City shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City

shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the City, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 Withheld Payment

5.3.1 The City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the City from loss because of:

- (a) defective Work not remedied by the Contractor or, in the opinion of the City, unlikely to be remedied by the Contractor;
- (b) claims of third parties against the City or the City's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the City or a third party to whom the City is, or may be, liable.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Substantial Completion

5.4.1 When the Contractor believes that the Work is substantially complete, the Contractor shall so notify the City. If the City deems the work is substantially complete, the City shall make a preliminary final inspection of the Project and shall submit to the Contractor a list of items to be completed or corrected (the "Punch List"). The Contractor shall complete all items on the Punch List within twenty-one (21) calendar days from the date of issuance of the Punch List by the City. If the Contractor is already in liquidated damages, as herein provided, prior to beginning the Punch List, then liquidated damages will be postponed for the twenty-one (21) calendar days. Once the twenty-one (21) calendar days expire, then liquidated damages will continue to accrue. In any case, once the twenty-one (21) calendar days expire after the Punch List is submitted to the Contractor, then liquidated damages will be assessed.

5.5 Completion and Final Payment

5.5.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, the Contractor shall notify the City thereof in writing. Thereupon, the City will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Contractor is entitled to the remainder of the unpaid Contract Price as hereinafter provided in Subparagraph 5.5.3. Guarantees required by the Contract shall commence on the date of final completion of the Work.

5.5.1.1 If the Contractor fails to achieve final completion within the time fixed therefor by the City, the Contractor shall pay the City the sum of \$ 500.00 per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at or before the time of executing this Contract. When the City reasonably believes that final completion will be delayed without excuse, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.5.2 The Contractor shall not be entitled to final payment unless and until it submits to the City all documents required by the Contract, including, but not limited to, its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the City; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien or indemnify the City from liability.

5.5.3 Upon a determination by an inspector representing the City that the Work is complete in full accordance with this Contract, the City shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price. Retainage will not be used with this project.

The City shall make final payment of all sums due the Contractor within thirty (30) days of final completion of the Project as determined by an inspector representing the City.

5.5.4 Acceptance of final payment shall constitute a waiver of all claims against the City by the Contractor except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

ARTICLE VI

THE CITY

6.1 City Responsibility

6.1.1 Excluding permits and fees normally the responsibility of the Contractor, the City shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in

existing facilities.

6.2 Right to Stop Work

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 City's Right to Carry Out Work

6.3.1 If the City determines to order the Contractor to stop the Work under the provisions of Paragraph 6.2, the City shall provide notice to the Contractor and the Contractor's surety under the performance bond that they have seven (7) days to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected and provide the City with a plan to remedy the cause of such Work stoppage. If the Contractor and the surety fail within seven (7) days of such Work stoppage to provide such assurance, then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the remedies necessary to eliminate or correct the cause of such Work stoppage. Upon proceeding to perform or cause to be performed any corrective actions, the City shall provide notice to the Contractor and the surety of action being taken by the City. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor and the surety shall be responsible for paying the difference to the City.

ARTICLE VII

THE CONTRACTOR

7.1 Duties with Respect to Documents

7.1.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.6.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved shop drawings, product data or samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the City, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 Manner of Performance

7.2.1 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 Supervision

7.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the City for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.4 Compliance

7.4.1 The Contractor's performance of the Work shall comply with all federal and state legal requirements imposed on GDOT including specifically, but not limited to, the provisions governing GDOT's authority to contract, Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; GDOT's Rules and Regulations Governing the Prequalification of Prospective Bidders, Chapter 672-5; and GDOT's Standard Specifications, Construction of Transportation Systems (current edition), GDOT Supplemental Specifications Book, 2016 Edition, and Special Provisions modifying them, except as noted in the General Conditions to the Contract including in the Contract Documents. The Contractor shall require all subcontracts for construction of the Project to incorporate the requirements of this Subparagraph.

7.4.2 The Contractor shall comply with the provisions of Federal Form-1273, attached hereto as EXHIBIT D, REQUIRED CONTRACT PROVISIONS – FEDERAL AID CONSTRUCTION CONTRACTS, and incorporated herein. The Contractor further agrees to require compliance with and physical incorporation of the provisions of Federal Form-1273 into all subcontracts for construction of the Project.

7.4.3 The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

7.4.4 The Contractor shall comply with the provisions of Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) (43 CFR 14895) and shall physically include the provisions of Executive Order 11246 in each subcontract in excess of \$10,000. A copy of Executive Order 11246 (43 CFR 14895) is attached to this Agreement as, STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) (43 CFR 14895), and incorporated herein.

7.4.5 The Contractor shall certify that the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, in the form attached hereto as, CERTIFICATION OF SPONSOR - DRUG-FREE WORKPLACE, and incorporated herein.

7.4.6 The DBE goal (Disadvantaged Business Enterprise ("DBE"), as defined and provided for under the Federal Rules and Regulations 23 CFR Part 26 as outlined in DBE REQUIREMENTS, attached hereto and incorporated herein for this project)shall be 15% of the total amount of Contract.

7.4.7 The Contractor shall comply with and shall require its Subcontractors to comply with all applicable requirements of the American with Disabilities Act of 1990 ("ADA"), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791, and regulations and amendments thereto.

7.4.8 The Contractor shall provide to the City in the form attached hereto as, CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, a certification regarding debarment, suspension, ineligibility and voluntary exclusion in compliance with Executive Order 12549 and 49 CFR 29, according to instructions attached to the certification form. As a part of the Exhibit H certification, the Contractor agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," as provided by GDOT without modification, in all lower tier covered transactions and in all solicitations for

lower tier transactions, and shall cause the lower tier participant or Subcontractor to submit the certification attached hereto as, LOWER TIER CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS, according to the instructions attached to the certification form.

7.4.9 The Contractor shall comply with and shall require its Subcontractors to comply with all applicable requirements of the Davis-Bacon Act of 1931, 40 U.S.C. 276(a), as prescribed by 23 U.S.C. 113 for federal aid highway projects.

7.4.10 The Contractor shall comply with and shall require its Subcontractors to comply with Section 25-9-1, et seq. of the Georgia Code Annotated, "Georgia Utility Facility Protection Act", CALL BEFORE YOU DIG 1-800-282-7411.

7.4.11 The Contractor shall comply with and shall cause its Subcontractors to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor Regulations (29 CFR Part 5).

7.4.12 The Contractor shall comply with and shall cause its Subcontractors to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor Regulations (29 CFR, Part 3).

7.4.13 The Contractor shall execute a certification and shall cause all Subcontractors to execute a certification in the form of, CERTIFICATION OF CONTRACTOR – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT, attached hereto and incorporated herein. Pursuant to the certification, Contractor agrees to comply with all applicable requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A. Sections 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>.

7.4.14 The Contractor acknowledges and agrees that the failure to complete appropriate certifications or the submission of a false certification as required herein shall result in the termination of this Agreement as provided in Article XII herein.

7.5 Warranty

7.5.1 The Contractor warrants to the City that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. Unless otherwise specified in this Contract, acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's rights under any warranty or guarantee. The Contractor shall remedy all defects in the Work and pay for damage to the Work and/or to other City property resulting from defective Work, which shall appear within a minimum period of one (1) year from the date of acceptance of the Work under this Contract, unless a longer period is specified. The one (1) year warranty period shall begin after any repairs are performed, if needed. Note: Contractor not responsible for defects arising from preexisting conditions or damage caused by others.

7.6 Permits, Inspections, Fees and Licenses

Except as otherwise provided herein, the Contractor shall obtain and pay for all permits, inspections, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance, or regulation pertaining to the Work.

7.7 Supervision

7.7.1 The Contractor shall employ and maintain at the Project Site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the Project Site and shall be authorized to receive and accept any and all communications from the City.

7.8 Schedules

7.8.1 The Contractor shall submit a master, task-loaded schedule at the beginning of the contract and shall update that schedule with any agreed change of contract time/schedule.

7.8.2 The Contractor shall submit to the City on a weekly basis a Schedule of Work to be performed for the next two (2) weeks. The Schedule of Work must be delivered to the City each Thursday no later than 12:00 noon. The Contractor's Schedule of Work shall be prepared in such form, with such detail, and supported by such data as the City may require. The City reserves the right to prohibit Work on any section of the Project not included in the weekly Schedule of Work. The Schedule of Work must accurately represent the intended Work and cannot be vague or broad, such as listing all Work in the Contract. The violation of this provision by the Contractor shall constitute a material breach of this Contract. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Paragraph is a condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

7.9 Contract to be maintained at Project Site

The Contractor shall continuously maintain at the Project Site, for the benefit of the City, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the Project Site for the City the approved shop drawings, product data, samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the City.

7.10 Shop Drawings, Product Data and Samples

7.10.1 Shop drawings, product data, samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.10.2 The Contractor shall not perform any portion of the Work requiring submittal and review of shop drawings, product data or samples unless and until such submittal shall have been approved by the City. Approval by the City, however, shall not be evidence that Work installed pursuant thereto conforms with

the requirements of this Contract.

7.11 Cleaning the Project Site and the Project

7.11.1 The Contractor shall keep the Project Site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the Project Site and the Project and remove all waste, together with all of the Contractor's property from the Project Site.

7.12 Access to Work

7.12.1 Access to the Work shall be given to the City, GDOT and any affected federal agency requiring access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.13 Indemnity

7.13.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and GDOT, their boards, officials, directors, officers, employees, representatives, agents, and volunteers from and against all liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.13.2 In claims against any person or entity indemnified under this Paragraph 7.13 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.13 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13.3 The Contractor shall ensure that the provisions of this Paragraph 7.13 are included in all contracts and subcontracts for the performance of Work under this Agreement.

7.14 Means, Methods, Techniques, Sequences, Procedures and Safety

7.14.1 The Contractor is fully responsible for, and shall have control over, all construction means, methods, techniques, sequences, procedures and safety, and shall coordinate all portions of the Work required by the Contract Documents. The Contractor shall confine its apparatus, material and the operations of its workers to limits/requirements indicated by law, ordinances, permits, codes and any restrictions of the City, and shall not unreasonably encumber the premises with its materials or supplies.

The Contractor shall adequately protect its own property from damage, will protect the City's property from damage or loss, and will take all necessary precautions during the progress of the work to protect all persons and the property of others from injury or damage. The Contractor shall take all precautions for the safety of employees, and shall comply with all applicable provisions of Federal, State and local safety laws, building codes and any restrictions of the City to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

The Contractor shall erect and properly maintain at all times as required by the conditions, service and work, all necessary safeguards for the protection of its employees, the Contractor's employees, and the public, and shall post signs warning against potential hazards.

7.15 Separate Contracts

7.15.1 The City reserves the right to perform work on the premises with its own forces or by the use of other contractors. In such event, the Contractor shall fully cooperate with the City and such other contractors and shall coordinate, schedule and manage its work so as not to hinder, delay or otherwise interfere with the separate work of the City or other contractors.

7.16 Maintenance of Contract Cost Records

7.16.1 The Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of its Bid and shall make such material available at all reasonable times during the period of the Contract, and for three (3) years from the date of final payment under the Contract, for inspection by GDOT and any reviewing agencies, and copies thereof shall be furnished upon request. The Contractor agrees that the provisions of this Subparagraph shall be included in any agreement it may make with any Subcontractor, assignee, or transferee.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 Claims by the Contractor

8.1.1 All Contractor claims shall be initiated by written notice and claim to the City. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

8.1.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the City shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.1 shall be reflected by a Change Order executed by the City and the Contractor.

8.1.3 **Claims for Concealed and Unknown Conditions** -- Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the City having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.

8.1.4 **Claims for Additional Costs** -- If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefor, the Contractor shall give the City written notice of such claim within seven (7) days after the occurrence of the event, or the first

appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.1.4.1 In connection with any claim by the Contractor against the City for completion in excess of the Contract Price, any liability of the City shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction.

8.1.5 **Claims for Additional Time** -- If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the City or someone acting in the City's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the City, for such reasonable time as the City may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.1.6 **Extension of Contract Time for Unusually Adverse Weather Conditions not Reasonably Anticipated**

8.1.6.1 Pursuant to the provisions of Subparagraph 8.1.5 of the Contract Agreement, the Contract Time may be extended upon written notice and claim of the Contractor to the City as set forth in such Subparagraph and as further set forth herein. It is, however, expressly agreed that the time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed out-of-doors.

Furthermore, in addition to the notice requirements set forth in the aforesaid Subparagraph 8.1.5, the Contractor agrees that it shall provide written notice to the City on the day of any adverse weather not anticipated and for which a request for a time extension has been, or will be, made. Said notice shall state with particularity a description of the adverse weather as well as a description of the nature and extent of any delay caused by such weather. Receipt of this notice by the City is a condition precedent to the submission of any claim for an extension of time as provided by Subparagraph 8.1.5. Furthermore, as required by Subparagraph 8.1.5, the Contractor shall submit a written claim for extension of time within seven (7) days after the occurrence of the adverse weather and such claim shall be supported by such documentation including, but not limited to, official weather reports, as the City may require. To the extent that any of the terms and conditions set forth in this paragraph are in conflict with any of the terms and conditions of Subparagraph 8.1.5 as identified herein, the terms and conditions of this paragraph shall govern and control.

ARTICLE IX

SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the City, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The City shall promptly reply to the Contractor, in writing, stating any objections the City may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the City has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the City against the Contractor herein, including those rights afforded to the City by Subparagraph 12.2.1 below.

9.2.3 All subcontracts shall comply with the requirements of Paragraph 7.4 above.

9.2.4 All subcontractors including DBE firms are to be GDOT registered subcontractors or prequalified contractors.

ARTICLE X

CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the City, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by Change Order.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows by mutual agreement between the City and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order.

10.3.2 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the City or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 Effect of Executed Change Order

10.4.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.5 Notice to Surety; Consent

10.5.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the City that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI

UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the City's request or to any provisions of this Contract, it shall, if required by the City, be uncovered for the City's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the City, be uncovered for the City's inspection. If such Work strictly conforms with the provisions of this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the City. If such Work does not strictly conform with the provisions of this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the City as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the

City for services and expenses made necessary thereby, if any.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the City. This obligation shall survive final payment by the City and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and final completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 City May Accept Defective or Nonconforming Work

11.3.1 If the City chooses to accept defective or nonconforming Work, the City may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the City, terminate performance under this Contract and recover from the City payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the City shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the City

12.2.1 For Convenience

12.2.1.1 The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor

specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

- (a) The Contractor shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Contractor an amount derived in accordance with sub-paragraph (c) below.
- (b) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
 - (i) Contract prices for labor, materials, equipment and other services accepted under this Contract;
 - (ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 - (iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards

laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the City may by written notice to the Contractor and the surety, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the Project Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may proceed to carry out the remedies necessary to finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the Work, including compensation for additional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the City for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

INSURANCE

13.1 Insurance Requirements

13.1.1 Prior to beginning Work on the Project, the Contractor shall procure and maintain for the duration of this Contract, and for one (1) years thereafter, at its sole cost and expense such insurance as will fully protect it and the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers from incidents, accidents and claims for personal injury, bodily injury, and property damage which may arise from or in connection with the performance of the work and for the Contractor's professional liability (errors and omissions) under this Contract, whether such services and work are performed by the Contractor, its agents, representatives, employees, or by any subcontractor or any tier directly employed or retained by either. The following is the minimum insurance and limits that the Contractor must maintain. If the Contractor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

All of the insurance herein specified shall be written on a form acceptable to the City and shall be A.M. Best Company rated A X or greater. See INSURANCE REQUIREMENTS attached hereto and incorporated herein.

13.1.2 All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a

waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

13.1.3 If the City has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by the Contractor, the City will notify the Contractor thereof within twenty (20) days of the date of delivery of such certificates to the City.

13.1.4 The Contractor shall provide to the City such additional information in respect of insurance provided by it as the City may reasonably request. The right of the City to review and comment on certificates of insurance is not intended to relieve the Contractor of his responsibility to provide insurance coverage as specified nor to relieve the Contractor of his liability for any claims which might arise.

13.1.5 The Contractor agrees to require its Subcontractors to obtain insurance complying with the requirements the requirements of the Contract Documents.

ARTICLE XIV

DISPUTES

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to Sandy Springs of the claim and the intent to initiate a civil action.

ARTICLE XV

INDEPENDENT CONTRACTOR

15.1 Relationship between Contractor and City

15.1.1 The Contractor shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the City. Inasmuch as the City and the Contractor are contractors independent of one another, neither has the authority to bind the other to any third person

or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee or agent of the Contractor to do so, without specific prior written authorization from the City, and then only for the limited purpose stated in such authorization.

15.1.2 The Contractor shall assume full liability for any contracts or agreements that the Contractor enters into on behalf of the City without the express knowledge and prior written authorization of the City.

ARTICLE XVI

COVENANT AGAINST CONTINGENT FEES

16.1 Warranty by Contractor

16.1.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for any fee, commission, percentage, brokerage or contingent fee, gift or other consideration, excepting bona fide employees maintained by Contractor for the purpose of securing business and that Contractor has not received any non-City fee related to this Agreement without the prior written consent of the City.

16.1.2 For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage or contingent fee, gift or other consideration.

ARTICLE XVII

MISCELLANEOUS

17.1 Governing Law

17.1.1 The Contract shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in Georgia. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

17.2 Successors and Assigns

17.2.1 The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

17.3 Surety Bonds

17.3.1 The Contractor shall furnish separate performance bonds (100% of contract price) and payment

bonds (110% of contract price) to the City. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City. Bonds shall be issued by a corporate surety appearing on the Treasury Department's most current list (Circular 570, as amended) and be authorized to do business in the State of Georgia. The date of the bond must not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the bond.

It is mutually agreed by the parties hereto that if at any time after execution of this Agreement and the surety bonds for its faithful performance, the City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if for any reason such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at its expense, within five (5) days after receipt of notice from the City to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the City.

17.4 Notices

If to the City:

John McDonough, City Manager
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

With copies to:

Dan Lee, City Attorney
7840 Roswell Rd. Suite 330
Sandy Springs, Georgia 30350

If to Contractor:

Contractor Contact, Title
Address
City, State Zip

With copies to:

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
John McDonough, City Manager

Date of Execution

ATTEST:

By: _____
City Clerk

(SEAL)

Approved as to Form:

By: _____
Assistant City Attorney

CONTRACTOR

Date of Execution

By: _____
Name:

(Typed or printed name)

Title

ATTEST:

By: _____
Secretary for Corporation

(SEAL)

Witness

Executed in originals (1).

EXHIBIT A
TO CONTRACT AGREEMENT

SCOPE OF SERVICES

The Contractor shall provide the necessary machinery, tools, apparatus, other means of construction and all materials and labor specified in the Contract Documents or as necessary to complete the **City of Sandy Springs Project #T-0034TE: Morgan Falls Road Improvements from Morgan Falls Apartments to Overlook Park Project, PI # 0010652** as per the attached plans, specifications and special provisions.

Unless otherwise directed, The Georgia Department of Transportation Standard Specifications, 2013 Edition, GDOT Supplemental Specifications Book, 2016 Edition, and applicable special provisions and supplemental specifications apply to this project. Contractor shall use suppliers on the appropriate GDOT Qualified Products List during the completion of this project. For information on becoming an approved materials supplier, contact GDOT at (404) 631-1990 or review the prequalification process requirements at GDOTs website at <http://www.dot.GA.GOV/PS/Business/Prequalification/PrequalContractors>.

There is City furnished work to be installed by a City of Sandy Springs Contractor in conjunction with the Project (reference the Plans, DWG 22-02).

Structures N-4 to N-9 and the pipes between these structures will be adjusted by a City of Sandy Springs Contractor. That contractor will be responsible for will be lowering the pipes to the designed elevations and will be lowering the structure inverts and lowering the structure tops per the information shown on DWG 22-02.

At no additional cost to the City of Sandy Springs, the Contractor for the Morgan Falls TE project (this project) and the City of Sandy Springs Contractor are required to coordinate adjusting drainage in accordance with the final drainage design indicated on DWG 22-02.

The Morgan Falls TE Contractor (this project) is required to perform initial grading at the proposed drainage relocation to remove overburden to a depth of approximately two feet (2') above the existing drainage structures at these locations.

The City of Sandy Springs Contractor will then re-establish drainage at the new depth/location. The City of Sandy Springs Contractor will then backfill the excavations made to relocate the storm drainage system back to the grade provided by the Contractor.

EXHIBIT B
TO CONTRACT AGREEMENT

BID SCHEDULE
0010652 - Fulton County - Sandy Springs - Morgan Falls Rd
Improvements FM Morgan Falls Apartments to Overlook Park

Item No.	Pay Item	Item Description	Qty.	Unit	Unit Price	Total Price
1	150-1000	TRAFFIC CONTROL - PI No. 00100652 - TE Morgan Falls Sidewalk	1.0	LS		
2	210-0100	GRADING COMPLETE - PI No. 0010652 - TE Morgan Falls Sidewalk	1.0	LS		
3	608-4500	BRICK WALL -Entry Sign Monument Wall	1.0	LS		
4	000-0002	18 INCH PVC	25.0	LF		
5	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	26.0	LF		
6	611-8040	ADJUST DROP INLET TO GRADE	1.0	EA		
	611-8055	ADJUST MANHOLE TO GRADE	5.0	EA		
8	660-0806	6 INCH DUCTILE IRON	18.0	EA		
9	668-2100	DROP INLET, GP 1	3.0	EA		
10	668-2110	DROP INLET, GP 1, ADDL DEPTH	10.0	LF		
11	163-0232	TEMPORARY GRASSING	1.0	AC		
12	163-0240	MULCH	5.0	TN		
13	163-0300	CONSTRUCTION EXIT	1.0	EA		
14	163-0529	CONSTRUCT AND REMOVE TEMPORARY EROSION SEDIMENT BARRIER OR BALED STRAW CHECK DAM	1.0	EA		

Item No.	Pay Item	Item Description	Qty.	Unit	Unit Price	Total Price
15	163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	10.0	EA		
16	171-0030	INSTALLATION OF TEMP SILT FENCE, TP C	560.0	LF		
17	165-0030	MAINTENANCE OF TEMP SILT FENCE, TP C	280.0	LF		
18	165-0071	MAINTENANCE OF SEDIMENT BARRIER - BALED STRAW	20.0	LF		
19	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	1.0	EA		
20	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	10.0	EA		
21	603-2181	STN DUMPED RIP RAP, TP 3, 18 IN	15.0	SY		
22	603-7000	PLASTIC FILTER FABRIC	15.0	SY		
23	643-8200	BARRIER FENCE (ORANGE), 4 FT – AS DIRECTED	300.0	LF		
24	700-6910	PERMANENT GRASSING	1.0	AC		
25	700-7000	AGRICULTURAL LIME	1.5	TN		
26	700-8000	FERTILIZER MIXED GRADE	1.5	TN		
27	700-8100	FERTILIZER NITROGEN CONTENT	10.0	LB		
28	700-9300	SOD	1500.0	SY		
29	900-0037	CONCRETE PAVERS	345.0	SF		
30	441-0204	PLAIN CONC DITCH PAVING, 4 IN	103.0	SY		
31	643-1452	CH LK FENCE, PVC (BLACK), 6 FT, 9 GA	275.0	LF		
32	999-0065	BIO-RETENTION (RAIN GARDEN)	1.0	EA		
33	000-0006	INTERPRETIVE PANEL/SIGN DETAIL	1.0	EA		
34	702-0106	CALLICARPA AMERICANA – 2 INCH CAL	12.0	EA		
35	702-0353	HYPERICUM PROLIFICUM – 1 GAL	26.0	EA		
36	702-0365	ILEX CORNUTA BURFORDII – 3 GAL	18.0	EA		
37	702-0414	ILEX GLABRA 'COMPACTA' – 3 GAL	78.0	EA		
38	702-0470	ILEX VOMITORIA 'NANA' – 3 GAL	13.0	EA		
39	702-0479	ITEA VIRGINICA – 3 GAL	27.0	EA		
40	702-0570	LIRIOPE SPICATA – 1 GAL	800.0	EA		

Item No.	Pay Item	Item Description	Qty.	Unit	Unit Price	Total Price
41	702-0640	MAGNOLIA VIRGINIANA - 8 FT TO 10 FT HT	5.0	EA		
42	702-0678	MULLENBERGIA CAPILLARIS - 3 GAL	118.0	EA		
43	702-0719	PANICUM VIRGATUM - 3 GAL	89.0	EA		
44	702-0724	PENNISETUM SP - MOUDRY - 3 GAL	46.0	EA		
45	702-0977	RHAPHIOLEPIS INDICA - 3 GAL	48.0	EA		
46	702-1015	RUDBECKIA FULGIDA - 1 GAL	95.0	EA		
47	702-1027	SORGHASTRUM NUTANS - 1 GAL	96.0	EA		
48	702-1082	ULMUS PARVIFOLIA 'ATHENA' - 2 INCH CAL	2.0	EA		
49	702-1121	YUCCA -FILAMENTOSA - 3 GAL	50.0	EA		
50	702-9999	CERCID CANADENSIS VAR. TEXENSIS OKLAHOMA - 2 INCH CAL	11.0	EA		
51	999-9000	MISCELLANEOUS CONSTRUCTION AS DIRECTED BY ENGINEER	1.0	LS	\$25,000.00	\$25,000.00

TOTAL BASE BID \$ _____

TOTAL BASE BID IN WORDS _____

BID ALTERNATES (3 total)

BID ALTERNATE #1 -- Rain Garden Retaining Wall construct as Parapet P3, Wall

Item						
No.	Pay Item	Item Description	Qty.	Unit	Unit Price	Total Price
1	999-9500	Granite Facing	2751.0	SF		
2	500-3120	CLASS A CONCRETE, TYPE P3, RETAINING WALL	270.0	LF		
		Alternate #1 Total Price				

BID ALTERNATE #2 -- Rain Garden Retaining Wall construct as Soil Nail Wall

Item						
No.	Pay Item	Item Description	Qty.	Unit	Unit Price	Total Price
1	999-9500	Granite Facing	2751.0	SF		
2	628-0100	PERMANENT SOIL-NAILED WALL, 270 LF	1.0	LS		
		Alternate #2 Total Price				

BID ALTERNATE #3 -- Rain Garden Retaining Wall construct as Modular Block Wall

Item						
No.	Pay Item	Item Description	Qty.	Unit	Unit Price	Total Price
1	630-0100	MODULAR BLOCK RETAINING WALL, 10-20 FT HT	2751.0	SF		
		Alternate #3 Total Price				

BID ADDITIVE #1
LANDSCAPING AND PEDESTRIAN AREA

Item No.	Pay Item	Item Description	Qty.	Unit	Unit Price	Total Price
1	702-0106	CALLICARPA AMERICANA - 2 INCH CAL	63.0	EA		
2	702-0140	CERCIS CANADENSIS - 2 INCH CAL	16.0	EA		
3	702-0159	CHIONANTHUS VIRGINICUS - 2 INCH CAL	46.0	EA		
4	702-0340	HYDRANGEA QUERCIFOLIA - 3 GAL	60.0	EA		
5	702-0353	HYPERICUM PROLIFICUM - 1 GAL	61.0	EA		
6	702-0365	ILEX CORNUTA BURFORDII - 3 GAL	14.0	EA		
7	702-0414	ILEX GLABRA 'COMPACTA' - 3 GAL	39.0	EA		
8	702-0470	ILEX VOMITORIA 'NANA' - 3 GAL	55.0	EA		
9	702-0479	ITEA VIRGINICA - 3 GAL	89.0	EA		
10	702-0570	LIRIOPE SPICATA - 1 GAL	500.0	EA		
11	702-0579	LEUCOTHOE FONTANESIANA - 3 GAL	109.0	EA		
12	702-0640	MAGNOLIA VIRGINIANA - 8FT TO 10 FT HT	3.0	EA		
13	702-0678	MULLENBERGIA CAPILLARIS - 3 GAL	21.0	EA		
14	702-0700	NYSSA SYLVATICA 'WILDFIRE' - 2 INCH CAL	5.0	EA		
15	702-0719	PANICUM VIRGATUM - 1 GAL	48.0	EA		
16	702-0724	PENNISETUM SP - MOUDRY - 1 GAL	107.0	EA		
17	702-0977	RHAPHIOLEPIS INDICA - 3 GAL	76.0	EA		
18	702-1082	ULMUS PARVIFOLIA 'ATHENA' - 2 INCH CAL	9.0	EA		
19	702-1121	YUCCA -FILAMENTOSA - 3 GAL	216.0	EA		
20	900-0037	Concrete Pavers	345.0	SF		
21	999-0096	96 IN Bench Model: SC3005-BS-96	4.0	EA		
22	999-3005	30 GAL Waste Receptacle	1.0	EA		
		Bid Additive Total Price				

BID #1

BASE BID AMOUNT

BID ALTERNATE #1 AMOUNT

SUB-TOTAL BID #1

BID ADDITIVE #1 AMOUNT

TOTAL BID #1

TOTAL BID #1 IN WORDS

BID #2

BASE BID AMOUNT

BID ALTERNATE #2 AMOUNT

SUB-TOTAL BID #2

BID ADDITIVE #1 AMOUNT

TOTAL BID #2

TOTAL BID #2 IN WORDS

BID #3

BASE BID AMOUNT

BID ALTERNATE #3 AMOUNT

SUB-TOTAL BID #3

BID ADDITIVE #1 AMOUNT

TOTAL BID #3

TOTAL BID #3 IN WORDS

EXHIBIT C
TO CONTRACT AGREEMENT
BID PRICE CERTIFICATION

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted by the City Council within one hundred twenty (120) days of the date of Bid opening, that he will furnish any or all of the items upon which Prices are quoted, at the Price set opposite each item, delivered to the designated points(s) within the time specified in the Bid Schedule.

Company Name

Street Address

City, State, Zip

Authorized signature

Print/Type Name

EXHIBIT E

TO CONTRACT AGREEMENT

DAVIS – BACON GENERAL WAGE DECISION

General Decision Number: GA180259 01/05/2018 GA259

Superseded General Decision Number: GA20170259

State: Georgia

Construction Type: Highway

County: Fulton County in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

SUGA2014-081 10/03/2016

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.74	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.33	0.00
FENCE ERECTOR.....	\$ 16.54	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 13.25	2.69
INSTALLER - GUARDRAIL.....	\$ 14.95	0.00

INSTALLER - SIGN.....	\$ 13.03	0.00
IRONWORKER, REINFORCING.....	\$ 14.64	0.00
IRONWORKER, STRUCTURAL.....	\$ 15.12	0.00
LABORER: Concrete Paving Joint Sealer.....	\$ 17.66	0.00
LABORER: Grade Checker.....	\$ 11.45	0.00
LABORER: Mason Tender - Brick...	\$ 11.61	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.32	0.00
LABORER: Pipelayer.....	\$ 12.34	0.00
LABORER: Asphalt (Includes Distributor, Raker, Screed, Shoveler, and Spreader).....	\$ 13.87	0.00
LABORER: Common or General, Includes Erosion Control.....	\$ 11.21	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 17.52	2.70
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.38	0.00
OPERATOR: Broom/Sweeper.....	\$ 14.83	1.38
OPERATOR: Bulldozer.....	\$ 15.68	1.25
OPERATOR: Compactor.....	\$ 14.64	0.00
OPERATOR: Concrete Saw.....	\$ 18.94	0.00
OPERATOR: Crane.....	\$ 21.08	0.00
OPERATOR: Distributor.....	\$ 16.69	1.01
OPERATOR: Grader/Blade.....	\$ 18.48	0.00
OPERATOR: Hydroseeder.....	\$ 15.20	0.00
OPERATOR: Loader.....	\$ 13.64	0.94
OPERATOR: Mechanic.....	\$ 19.01	0.00
OPERATOR: Milling Machine Groundsman.....	\$ 13.43	1.24
OPERATOR: Milling Machine.....	\$ 17.02	2.39
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 17.03	0.00

OPERATOR: Piledriver.....	\$ 16.70	0.00
OPERATOR: Roller.....	\$ 13.32	0.84
OPERATOR: Scraper.....	\$ 12.64	0.00
OPERATOR: Screed.....	\$ 15.18	1.66
OPERATOR: Shuttle Buggy.....	\$ 14.06	1.98
PAINTER: Spray.....	\$ 23.30	0.00
TRAFFIC CONTROL: Flagger.....	\$ 11.95	0.00
TRAFFIC CONTROL:		
Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.66	0.00
TRAFFIC SIGNALIZATION:		
Laborer.....	\$ 14.00	1.08
TRAFFIC SIGNALIZATION:		
Electrician.....	\$ 24.72	5.26
TRUCK DRIVER: Dump Truck.....	\$ 16.41	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.91	1.07
TRUCK DRIVER: Hydroseeder Truck.....	\$ 16.74	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 18.98	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.38	0.00
TRUCK DRIVER: Pickup Truck.....	\$ 13.29	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.23	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 16.26	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



Note: GDOT has determined the minimum wage of \$10.20 applies to this project.

EXHIBIT F

TO CONTRACT AGREEMENT

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building-500, Sandy Springs, Georgia 30350.

EXHIBIT G

TO CONTRACT AGREEMENT

U.S. DEPARTMENT OF LABOR CERTIFIED PAYROLL FORM WH-347

A copy of the DOL Form WH-347 is attached for use by the Contractor and Subcontractors for the Project. An electronic version of the form can be found in a fillable format to copy and use by contractors and Subcontractors for payroll reporting. The form in PDF format and the instructions on completing the form can be found on the DOL Wage and Hour Division website at:

<http://www.dol.gov/whd/forms/wh347instr.htm>

Note:

Contractor and Subcontractor use of the WH-347 certified payroll form is required. However, if an alternative format is used, it must contain the same information that is required on the WH-347, including the signatures that certify the Contractor or Subcontractor has complied with the requirements. If an alternative form, such as a computer payroll is used, the Contractor and Subcontractor may attach the compliance signature sheet on the back of the WH-347 to the computerized payroll to evidence that the payroll has been certified.

EXHIBIT H

TO CONTRACT AGREEMENT

GEORGIA DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA SPECIAL PROVISIONS & SUPPLEMENTAL SPECIFICATIONS

All special provisions listed on this page apply to this project. The special provisions are available at the GDOT website <http://www.dot.ga.gov/PS/Business/Source/SpecialProvisions>

Section 105 – Control of Work

Section 107 – Legal Regulations and Responsibility to the Public

Section 108 – Prosecution and Progress (Federal Aid Projects)

Section 150 – Traffic Control

Section 161 – Control of Soil Erosion and Sedimentation

Section 167 – Water Quality Monitoring

Section 171 – Silt Fence

Section 201—Clearing and Grubbing Right Of Way

The contract shall also refer to the Special Provisions that are attached in the Bid Manual when bidding and constructing the Morgan Falls Road Project. The included Special Provisions are:

Section 628 – Permanent Soil Nailed Walls

Section 630—Modular Block Retaining Wall System

PROJECT NO.: T-0034TE

P.I. NO.: 0010652

SECTION 628—PERMANENT SOIL NAILED WALLS

628.1 General Description

This work includes furnishing materials, labor, tools, equipment, and other incidental items to design, detail, and construct a soil nailed wall. This Specification also applies to any Contractor-proposed alternate design of Department-furnished plans.

628.1.1 Definitions

Soil Nail - Synonymous with nail or soil reinforcing

The term Soil Nailed Wall includes the following items:

- Soil nails
- Nails
- Shotcrete (pneumatically applied concrete) – for temporary facing
- Cast-in-place reinforced concrete facing – for permanent facing
- Drainage

628.1.2 Related References

A. Standard Specifications

Section 500 - Concrete Structures

Section 511 - Reinforcement Steel

Section 853 - Reinforcement and Tensioning Steel

B. Referenced Documents

General Provisions 101 through 150.

628.1.3 Submittals

A. Proof of Ability

Submit the following proof of ability (or ability of the subcontractor) when requested by the Department to design or construct soil nailed walls:

- Evidence of successfully completing at least 5 projects similar in concept and scope to the proposed wall.
- Resumes of foremen, nail testing personnel, and drilling operators to be employed on this project. Show the type, length, and number of soil nails each has installed or tested within the past 5 years.
- Evidence of experience in nail testing. Persons performing nail testing shall prove experience by performing sample tests supervised by the Engineer.

The Department is the sole judge of the qualifications of the foreman, drilling operator, and testing personnel. Do not begin wall construction until the Engineer has approved proof of ability.

B. Design Criteria for Alternate Design

If the department receives more than 2 submittals of the Plans and calculations for review, the Contractor will be assessed \$60 per hour of engineering time for reviews in excess of the 2 submittals.

C. Construction Drawings and Design Notes

Submit construction drawings and design notes within 28 days of the award of the Contract. The Design Engineer shall prepare and stamp the submission. Include design notes and reproducible drawings in the submission concerning the following:

- Details, dimensions, and schedules of reinforcing steel including dowels and/or studs for attaching the facing to the soil nailed wall.
- Details of the shotcrete installation and nails, including the thickness of shotcrete and spacing and angle of installation of nails.
- Detailed plans for testing of nails showing loading and measuring devices to be used and procedures to be followed.

D. Final Wall Plans and Calculations

Submit final wall plans and calculations to the Department for review and approval before beginning construction on the wall. The time required for Plan and calculation review will be charged to the allowable Contract time. The Department has 30 days for Plan and calculation review per item after receiving the structure calculations and drawings.

New submittals from the Contractor showing corrections from the Department's review or changes to ease construction or to correct field errors have a 30-day review. The Department is the sole judge of information adequacy.

The Department's review and acceptance of the final Plans and construction methods do not relieve the Contractor from successfully completing the work. Time extensions are not granted for Contractor delays from untimely submissions or insufficient information.

E. Admixture Literature

Before using an admixture, submit the manufacturer's literature to the Engineer. Indicate the admixture type and the manufacturer's recommendations for mixing the admixtures with grout.

628.2 Materials**A. Concrete**

Use concrete conforming to Section 500.

B. Reinforcing Steel

Use reinforcing steel conforming to Section 511. Reinforcing steel used as soil nails shall be full length. Couplers will not be allowed.

C. Structural Steel

Use structural steel shapes or plates conforming to Section 501. Use ASTM A 709 Grade 36 (Grade 250) structural steel unless otherwise specified on the plans.

D. Cement Grout

Produce cement grout using Portland cement conforming to AASHTO M-85, Type I, II, or III, and potable water. Use cement that is fresh and free of lumps and hydration.

Follow these restrictions if using admixtures:

1. Do not use admixtures with chemicals that may harm the soil nail, reinforcing steel, or cement.
2. Do not use admixtures that cause air bubbles in the grout.
3. If approved by the Engineer, use admixtures imparting low water content, flowability, and minimum bleeding in the cement grout.

E. Plastic

Use Polyethylene conforming to AASHTO M-252 with a minimum wall thickness of 30 mils (0.76 mm) for corrosion protection.

F. Shotcrete

Use shotcrete conforming to the following:

1. Cement – Section 830.2.01 Type I, II or III.
2. Fine Aggregate – Section 801.2.02.
3. Coarse Aggregate – Section 800.2.01.
4. Fly Ash – Section 831.2.03
5. Silica Fume – AASHTO M-307.
6. Air Entraining Admixtures for wet mix – Section 831.2.01.
7. Plasticizers – AASHTO M-194, Type A, D, F, G.
8. Use accelerating admixtures that are compatible with the cement, are non-corrosive to steel and do not promote other detrimental effects such as cracking and excessive shrinkage and do not contain calcium chloride. Use admixtures in accordance with the manufacturer's recommendations. Silica fume, if used, shall not exceed 10 percent of the cement weight and shall be an admixture with a minimum of 90 percent SiO₂ with a proven record of performance in shotcrete.
9. Use water in shotcrete that is potable, clean, free from substances which may be injurious to concrete and steel, and is free of elements which would cause staining.
10. Provide premixed and prepackaged concrete products specifically manufactured as a shotcrete product for on-site mixed shotcrete, if approved by the engineer. The packages shall contain cement and aggregates conforming to Section 500.

G. Corrosion Inhibitor

Use corrosion inhibitor (grease) conforming to the following:

1. Drop point 300 degrees F (149 degrees C) minimum by ASTM D-566.
2. Flash point 300 degrees F (149 degrees C) minimum by ASTM D-92.
3. Water content 0.1% maximum by ASTM D-95.
4. Rust test – Rust Grade 7 or better after 720 hours, aggressive conditions: Rust Grade 7 or better after 1000 hours by ASTM B-117 and ASTM D-610.
5. Water soluble ions.

Chlorides	10 ppm maximum	by ASTM D-512
Nitrates	10 ppm maximum	by ASTM D-3867
Sulfates	10 ppm maximum	by ASTM D-1515
6. Oil separation – 0.5% by weight maximum at 160 degrees F (71 degrees C) by FIMS 719B, Method 321.2.
7. Soak test – 5% Salt Fog at 100 degrees F (38 degrees C), 5 mils (0.13 mm) (Q Panel Type S), immerse panels in 50% salt solution and expose to 5% Salt Fog – no emulsification after 720 hours by ASTM B117 Modified.

628.2.01 Delivery, Storage, and Handling

A. Protection Systems

Protect soil nails against corrosion by properly storing, fabricating, and handling the nail components before inserting them into the borehole. Avoid prolonged exposure of the nail components to the elements, and avoid mechanical or physical damage that reduces or impairs the component's ability to resist adverse conditions during service. Nail components will be rejected for heavy corrosion or pitting, but not for a light coating of rust.

Use the protection systems as follows:

1. Soil Nail

Protect the entire length of the soil nail from the anchor plate to the end of the nail from corrosion.

 - a. Encase the nail in a corrugated plastic tube.
 - b. Use cement grout to fill the voids between the tube and the nail and the tube and the soil. Place cement grout between the soil and the tube to at least ¾ in (20 mm) thick and extend the entire length of the nail. Cement grout between the tube and the nail shall be a minimum of ½ in (12 mm) thick
 - c. Provide centralizers spaced at a maximum of 5 feet (1.5 m) center-to-center throughout the nail length. Do not use wood or material harmful to the soil nail or the corrugated plastic tubing as centralizers.
 - d. Provide a smooth piece of plastic sheath to encapsulate the entire free length. Do not splice the sheath. Ensure

that the sheath is at least 0.05 in (1.27 mm) thick. Provide a void space between the sheath and the steel as shown on the plans and maintain that space with centralizers. Fill visible void space with grease and seal the bottom to prevent grout intrusion.

2. Area Underneath Anchorage

Protect the area immediately behind the stressing anchorage.

- a. Weld a pipe sleeve to the bearing plate and seal the pipe sleeve to the anchor sheath at the other end of the sleeve.
- b. Clean the pipe sleeve to remove dirt, rust, or other harmful material before inserting the soil nail into the pipe sleeve.
- c. If a seal is not provided at the lower end of the pipe sleeve, during installation and grouting, fill the lower end of the pipe sleeve with grout. Keep the pipe sleeve free of harmful material until the upper portion of the pipe sleeve and anchor head are filled with grout.
- d. Fill the void inside the sleeve and anchor head with anti-bleed expansion grout after the nails have been stressed.

3. Anchorage

Encase the anchorage system head into a corrosion protective system before proceeding to the next lift. Install the protective system for each lift within 30 days after installing the nails for that lift. Ensure that the anchorage system has a cover of at least 3 in (75 mm) once the wall face is placed.

628.3 Construction Requirements

628.3.1 Personnel

A. Contractor Qualifications

The Contractor and Subcontractor shall be experienced in constructing permanent soil nailed walls. Provide at least one Registered Professional Engineer licensed to perform work in the State of Georgia and a supervising Engineer for the Project with at least 5 years of experience in constructing permanent soil nailed walls.

Furnish verification of these qualifications to the Engineer before beginning operations.

B. Design Engineer

The Design Engineer shall:

- Be registered as a Professional Engineer in the State of Georgia
- Have considerable knowledge and experience designing and constructing soil nailed walls
- Be available at any time during the Contract to discuss the design of the walls with the Department.

C. Registered Professional Engineer

Retain the services of a second Professional Engineer licensed to perform work in the State of Georgia and prequalified by the Department. The Engineer shall operate independently from the Professional Engineer of Subsection 628.3.01.B, "Design Engineer."

This Engineer will independently check the design calculations and Plan details for the permanent soil nailed wall before submitting them to the Department.

628.3.2 Equipment

Use anchorage and hardware suitable for the type of soil nails used. Ensure that the anchorage and hardware are capable of the following:

- Developing 75 percent of the yield capacity of the nails when tested in the unbonded state and without failure of the nail
- Holding the soil nail at a load producing a stress of not less than 75 percent of the yield capacity of the nail without exceeding the anticipated set and without causing anchorage or soil nail failure
- Test nails shall be capable of lifting-off, detensioning, or retensioning a nail before secondary grouting to fill voids at the top of the pipe sleeve.

628.3.3 Preparation

Before beginning the work, survey the condition of the adjoining properties. Keep records and photograph settlement or cracking of adjacent structures that may become the subject of possible damage claims. Deliver the report to the Department before beginning work at the site.

Obtain a Foundation Investigation Report from the Geotechnical/Environmental Bureau of the Department to assist in evaluating existing conditions for design and construction.

628.3.4 Fabrication

A. Soil Nails

Fabricate the soil nails according to the approved details.

1. Keep the nails free of dirt, rust, and other harmful substances.
2. Use a plastic sheath that is a single piece without splices.
3. Before installation, handle and store the nails so as to avoid corrosion and physical damage. Nails will be rejected for damage such as abrasions, cuts, nicks, welds, weld splatters, or heavy corrosion and pitting. Replace the nails at the Contractor's expense for material replacements or time delays.

628.3.5 Construction

A. Design Criteria

The design criteria for a proposed design or design include:

1. Design soil nails according to this Specification.
2. Use reinforced concrete facing according to the latest AASHTO Standard Specifications for Highway Bridges, including interims. Ensure that the structural thickness is at least 12 in (300 mm). Provide architectural facing treatment as shown on the Department drawings.
3. Ensure that the concrete strength is at least 3000 psi (20 MPa) 28-day strength. Extend the facing 2 ft (600 mm) below the gutterline or, if applicable, the ground line adjacent to the wall unless otherwise indicated on the Department Plans.
4. Design and install permanent drainage systems behind the wall. Connect the drainage systems to the nearest drop inlet using pipe or free drainage through traffic barriers or other obstructions. Ensure that holes through traffic barriers and/or facing are no higher than 3 in (75 mm) above the gutterline or ground line.
5. Ensure that the wall is compatible with the horizontal and vertical criteria indicated in the Department Plans.
6. Provide a wall design that is adequate to resist sliding, overturning and bearing forces. Safety factors shall be as follows:

Sliding	1.50
Overturning	2.00
Bearing	1.00

Design the wall for the design condition shown in Figure 1.

7. See Figure 3 for typical section of permanent soil nail wall.

B. Ground Movements and Load Transfer Instruments

During construction of the wall, the Department may install devices to monitor ground movements and load transfers during or after construction. The Department will schedule installation to minimize interference with the Contractor's operations. Cooperate with the instrumentation installers. Anticipate delays of two to four hours per instrumented nail.

Although the Instrumentation Specialist maintains the instruments, assume responsibility for damage to the instruments, connections or readouts from operations. Replace and install damaged equipment at the Department's approval and at the Contractor's expense.

C. Soil Nail Installation

Install the soil nails as follows:

1. Before installation, visit the site to observe existing conditions that may affect the work or design, if applicable, and to review the geotechnical data available for the Project.
2. Drive or drill the holes for the soil nails by core drilling, rotary drilling, auger drilling, or percussion drilling. If using

water in the drilling operation, dispose of the water to minimize wall erosion. Repair water erosion damage to the site at no cost to the Department.

3. If the hole will not stand open, install casing to maintain a clean and open hole. Ensure that the hole diameter is at least 3 in (75 mm) if no pressure grouting is used. Pressure grouting is grouting with a pressure greater than 60 psi (415 kPa).
4. Ensure that the drill bit diameter is not more than 1/8 in (3 mm) smaller than the specified hole diameter.
5. Start soil nail holes within an angle tolerance of 3 degrees from the inclination specified on the approved design Plans. Do not allow the holes to deviate from a straight line by more than 2 in (50 mm) in 10 ft. (3 m). Do not allow the holes to extend outside the Right-of-Way limits. Thoroughly clean the holes of all dust, grease, or other deleterious material before inserting the nail.
6. Install the nail in the casing or the hole drilled for the nail. Ensure that the nail's corrosion protection is not damaged during handling or installation.
7. Install the nail in the bond length to achieve at least 1½ in (38 mm) of grout cover.
8. Do not use nails to ground electric equipment and do not subject the nails to sharp bends.
9. Provide centralizers spaced a maximum of 5 ft (1.5 m) center to center throughout the nail length. Do not use spacers of wood or other material harmful to the nail or corrosion protection.
10. Inject grout at the lowest point of the nail and place over the entire length of the nail.
 - a. Ensure that the grouting equipment can continuously mix and produce lump-free grout. Equip the grout pump nozzle with a grout pressure gauge capable of measuring pressure of at least 150 psi (1 MPa) or twice the actual pressure used.
 - b. Base the material proportions used in the grout on grout tests made before beginning grouting; or select the proportions based on prior documented experience with similar materials and equipment under comparable field conditions.
 - c. Use the minimum water content necessary for proper placement and do not exceed a water-cement ratio of 0.45. Do not leave the grout in the mixer longer than 45 minutes.
11. After grouting, do not disturb the nail until the grout has reached a cube strength of 3500 psi (25 MPa). Keep the mouth of the hole clean after grouting. Record the following data in a Project field book during the grouting operation:
 - Type of mixer
 - Water-cement ratio
 - Type of additives
 - Grout pressure
 - Type of cement
 - Test sample strengths (before stressing)
 - Volume placed in bond and free lengths
12. If using pressure grouting, choose whether to perform a water-tightness test. However, if injecting grout with a pressure of 60 psi (415 kPa) or less, always perform a water-tightness test. Perform the test as follows:
 - a. Fill the entire hole in the rock with water and subject it to a pressure of 5 psi (35 kPa) in excess of the hydrostatic head as measured at the top of the hole.
 - b. If after 10 minutes the leakage rate from the hole exceeds 0.001 gal per inch diameter per foot of depth per minute (0.5 ml per mm diameter per meter of depth per minute), consolidate grout, redrill, and retest the hole. If the second water-tightness test fails, repeat the entire process.
 - c. During the tests, observe holes adjacent to the hole being tested for water-tightness to detect and seal inter-hole connections.
 - d. If artesian or flowing water is encountered in the drilled hole, maintain the pressure on the consolidation grout until the grout has initially set.

D. Temporary Shotcrete Facing

Provide temporary shotcrete facing.

1. Shotcrete Quality - Produce the shotcrete by the wet mix process and achieve a minimum compressive strength of 3000 psi (20 MPa) in seven (7) days and 4600 psi (32 MPa) in 28 days.
2. Mixture Proportions - Submit for acceptance the recommended mixture proportions, strength results, water cement ratio, and source of materials. Select the mixture proportions based on compressive strength tests of specimens continuously moist cured until tested at 28 days in accordance with AASHTO T-22. Use a maximum water cement ratio of 0.40, air content of $6.5\% \pm 1.5\%$, slump of 1.5 to 3 inches (38 to 50 mm). The mixture is acceptable if the average core compressive strength is at least 1.2 times the required compressive strength in 628.4.07.A above.

3. Batching and Mixing - Batch aggregate and cement by weight or by volume. Provide mixing equipment capable of thoroughly mixing the materials in sufficient quantity to maintain placing continuity. Provide ready-mix shotcrete complying with AASHTO M-157.
4. Delivery Equipment - Provide equipment capable of delivering the premixed materials accurately, uniformly and continuously through the delivery hose. Follow the recommendations of the equipment manufacturer on the type and size of nozzle to be used, and on cleaning, inspecting and maintaining the equipment. Deliver ready-mix shotcrete in transit mixers that comply with AASHTO M-157. Provide a supply of clean, dry air adequate for maintaining sufficient nozzle velocity for all parts of the work and, if required, for simultaneous operation of a suitable blow pipe for clearing away rebound. Provide a compressor capable of providing a minimum of 315 cfm (8.9 m³/min) per operating nozzle.
5. Curing:
 - a. Keep shotcrete continuously moist for 24 hours after completion by one of the following methods or materials:
 - Continuous sprinkling
 - Absorptive mat or fabric, or other covering kept continuously moist
 - Curing compounds in accordance with Section 500.3.05.Z. On natural gun or flash finishes, apply one gallon per 100 square feet (0.4 l per square meter). Do not use curing compounds on any surfaces against which additional shotcrete or other cementitious finishing materials are to be bonded unless positive measures, such as sandblasting, are taken to completely remove curing compounds prior to application of such additional materials.
 - b. Provide final curing immediately following the initial curing and before the shotcrete has dried by one of the following materials or methods:
 - Continuation of the method used in the initial curing
 - Application of impervious sheet material conforming to AASHTO M-171.
 - c. Continue curing for the first seven days after shotcreting or until the required seven-day strength is obtained. During the curing period, maintain the shotcrete above 38 degrees F (3.3 degrees C) and in a moist condition as specified.
6. Construction Testing - Cut cores from the structure and test in accordance with AASHTO T-24. Take a minimum of three cores from each 1000 square feet (93 square meters) of completed facing. Alternatively, construct a test panel with minimum dimensions of 18 X 18 X 4 in (450 X 450 X 100 mm) gunned in the same position as the work represented for each 1000 square feet (93 square meters) of completed facing. The Contractor's regular nozzle men shall gun the panels during the course of the work. Field cure the panels in the same manner as the work, except that the test panels shall be soaked for a minimum of 40 hours prior to testing. Cut a minimum of three cores from each panel for testing in accordance with AASHTO T-24. The average compressive strength of each core of a set of three cores must equal or exceed 85 percent of the compressive strength specified in 628.3.05.A.

E. Permanent Cast-In-Place Facing

Provide permanent cast-in-place reinforced concrete facing in accordance with the requirements of this specification, as shown in the plans and the following:

1. Provide vertical expansion joints at a maximum spacing of 90'-0"
2. Provide vertical contraction or construction joints at a maximum spacing of 30'-0"
3. Form vertical rustication grooves at a maximum spacing of 10'-0". Rustication grooves are to be equally spaced between expansion joints and coincide with construction joints.
4. Provide studs in the construction of the soil nail system for anchoring the cast-in-place facing.

628.3.6 Quality Acceptance

A. Nail Testing and Acceptance

Perform testing according to this subsection.

Perform load tests on at least 5% of the nails in each row to verify the soil-to-grout bond stress used in the design.

Provide separate nails specifically for the purpose of testing. Test nail locations shall be approved by the Engineer. Test nails will not be considered part of the permanent support system. Install the test nails in accordance with Figure 2.

Grout only the bonded length of the nail prior to testing. Provide and use the following testing equipment:

- A dial gauge that can measure elongation to the nearest 0.001 in (0.025 mm)

- A hydraulic jack and pump with a pressure gauge graduated in increments of 100 psi (690 kPa) or less.
- Test by incrementally loading the nail according to the following schedule:

AL
 0.25P
 0.50P
 0.75P
 1.00P
 1.25P
 1.50P

where:

AL = minimum load required to support the jacking system tightly against the bearing surface = 2 kips (8.9 kN).

P = design load

Measure the nail movement with the dial gauge fixed to an independent reference point. Apply the load with a hydraulic jack and measure it with a hydraulic pressure gauge. Increase the load from one increment to the next immediately after the nail movement is recorded.

Hold the maximum test load for ten (10) minutes. Start the load hold period as soon as the maximum test load is applied, and measure the nail movements at one (1), two (2), three (3), four (4), five (5), six (6), and ten (10) minutes. The nail test is acceptable if the nail carries the maximum test load with less than 0.08 in (2 mm) of movement between one (1) and ten (10) minutes.

If the nail fails the test, determine the cause. If the failure indicates that the nails will not achieve the design soil-to-grout bond stress, then modify the design and/or construction procedures. These modifications may include, but are not limited to, installing replacement nails, reducing the design bond stress by increasing the number of soil nails or by lengthening the nails, or modifying the installation methods. After modifications, test the nails for acceptance of the new design.

Make the modifications of the design and/or construction procedures at no cost to the Department unless the modifications are due to changed conditions.

After completion of testing and determination of acceptance, detension all test nails and all nails shall be tensioned to 200 ft-lb (270 N-m) of torque.

628.4 Measurement

Permanent Soil Nailed Walls are not measured separately for payment.

628.5 Payment

Payment for this work is made per Lump Sum. Payment includes costs for concrete, reinforcing steel, excavation, backfill, shotcrete, soil nails, anchorages, labor, design, and all other materials and equipment. Payment also includes grouting, drilling holes, performing and evaluating all tests, submitting records of tests, all tools and all other items to complete the work.

Payment will be made under:

Item 628	Permanent Soil Nailed Wall, wall no. ____	Per lump sum
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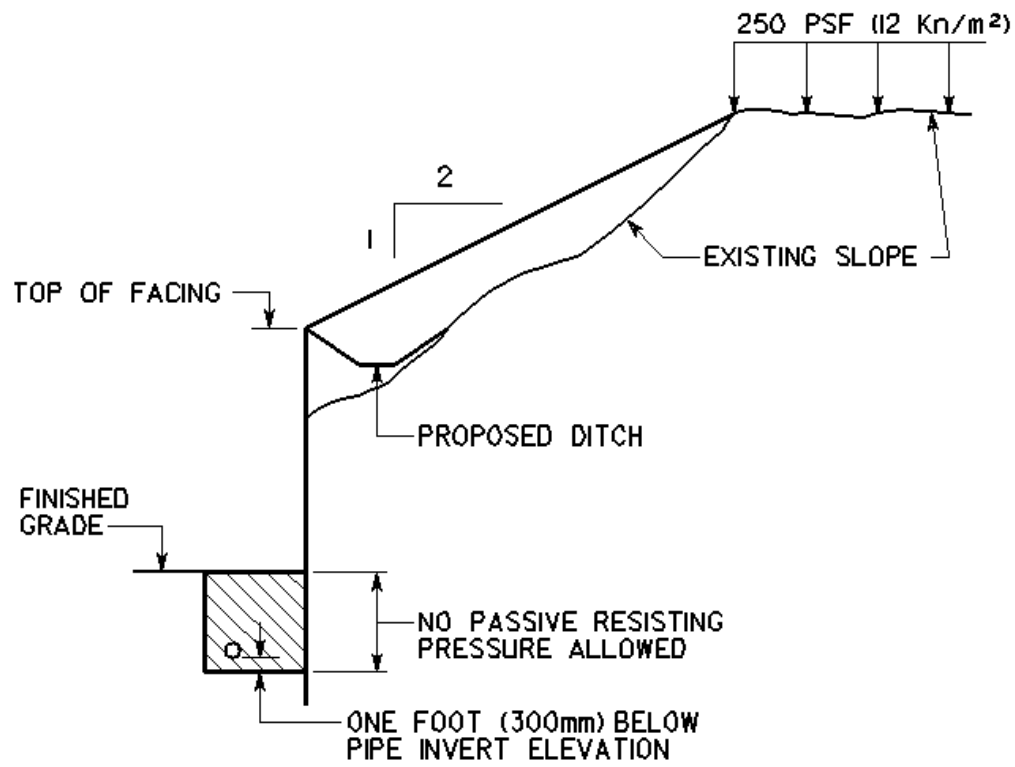
1.

628.5.01 Adjustments

Additional wall area required because of unforeseen foundation conditions or other reasons that are approved by the Engineer will be paid for by adjusting the Lump Sum Price Bid. If the wall area is increased or decreased, the Lump Sum Price Bid will be adjusted proportionally based on the change in wall area as determined from the stations, elevations and dimensions on the Plans.

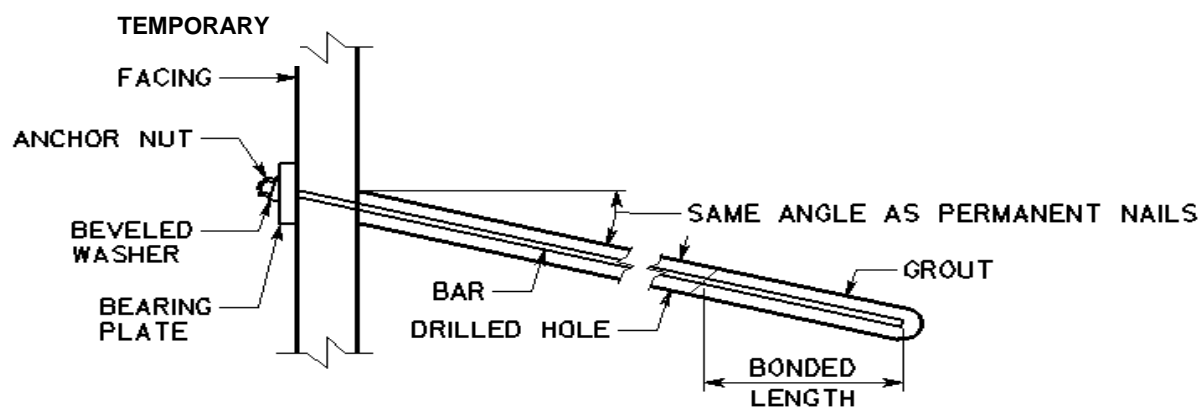
No additional compensation will be made for additional material, equipment, design, or other items to comply with the Project specifications as a result of the Department's review of the contractor's design.

OFFICE OF BRIDGE DESIGN



DESIGN CONDITION

FIGURE 1



TEST NAIL DETAIL
NO SCALE

FIGURE 2

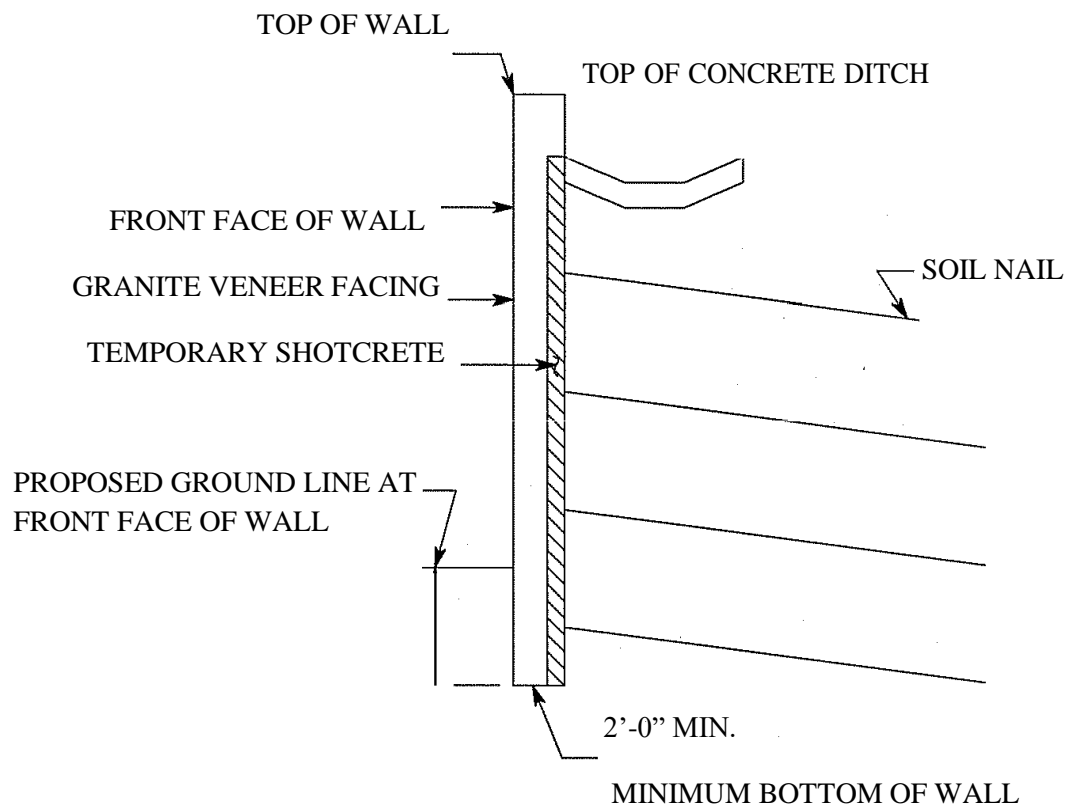


Figure No. 3

PROJECT NO.: T-0034TE

P.I. NO.: 0010652

Section 630 – Modular Block Retaining Wall System

630.1 General Description

This Specification covers the required materials, fabrication, construction, measurement, and payment for a Contractor designed modular block retaining wall system.

The scope of work of wall erection includes:

- Grading for wall construction
- Compacting the wall foundation
- General and local dewatering as necessary
- Constructing leveling pads
- Erecting segmental concrete units
- Placing backfill soil reinforcing devices
- Placing and compacting special embankment backfill within the reinforced volume
- Furnishing and placing precast or cast-in-place concrete coping on top of the wall if shown on the Plans.

Ensure that items used to construct the modular block retaining walls but not mentioned in this Specification conform to the applicable Sections of the Georgia D.O.T. Specifications.

630.1.01 Definitions

Diamond Pro –Diamond Pro retaining wall system by Anchor Wall Systems, Inc.

Keystone – KeySystem I retaining wall system by CONTECH Construction Products, Inc.

MESA – Mesa retaining wall system by Tensar International, Inc.

(MBRW) – An acronym for Modular Block MSE Retaining Wall

Wall foundation – The area underlying the leveling pad and the reinforced volume.

630.1.02 Related References

A. Standard Specifications

Section 106 – Control of Materials

Section 208 – Embankments

Section 500 – Concrete Structures

Section 511 – Reinforcement Steel

Section 514 – Epoxy Coated Steel Reinforcement

Section 535 – Painting Structures

Section 626 – Mechanically Stabilized Embankment Retaining Walls

Section 645 – Repair of Galvanized Coatings

Section 812 – Backfill Materials

Section 848 – Pipe Appurtenances

Section 865 – Manufacture of Prestressed Concrete Bridge Members

Section 870 – Paint

Section 834 – Masonry Materials

B. Referenced Documents

AASHTO M 243

AASHTO T 22

ASTM A 82

ASTM A 123/A 123M

ASTM A 185

ASTM D 2240

GDT 7

GDT 24a

GDT 24b

GDT 35

GDT 75

QPL 9

QPL 58

Standard Operating procedure 3, Precast/Prestressed Concrete Bridge Members

AASHTO Standards:

Standard Specifications for Highway Bridges, Division I, Section 5, “Retaining Walls” and Division II, Section 7, “Earth Retaining Structures”, Latest Edition, including Interim Editions

ASTM Standards:

C90 Specification for Loadbearing Concrete Masonry Units

C140 Test Methods for Sampling and Testing Concrete Masonry Units and Related Units

C150 Specification for Portland Cement

C331 Specification for Lightweight Aggregates for Concrete Masonry Units

C618 Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for use in Concrete

C989 Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars

630.1.03 Submittals

Submit construction drawings and design notes to the Engineer for review and approval. The submission shall be prepared and stamped by the Design Engineer who shall be registered as a Professional Engineer in the State of Georgia.

Include in the submission, design notes and reproducible drawings concerning the following:

- A. Details, dimensions, and schedules of all reinforcing steel, including dowels and/or studs for attaching the facing to the backfill reinforcement.
- B. Details of backfill stabilizing devices including the length, spacing and size and type material.
- C. Use Cast-in-place Coping B whenever noise walls, light standards, or any other appurtenance is mounted on top of the barrier or coping.
Use Cast-in-place Coping A when no appurtenance is used on top of the barrier or coping.
- D. Ensure that Plans match GDOT plans in size, format, borders, title block, etc.
- E. Prepare the Plans in “microstation.dgn” format.
- F. Itemize the wall quantities as follows:
 - 1. Wall Envelope quantities in the Plans.
 - 2. Changed quantities based on the survey verification of the Wall Envelope (Adjusted Wall Envelope).

The time required for preparation and review of plans and calculations will be charged to the allowable contract time. The final plans and calculations for a wall shall be approved prior to beginning construction on the wall.

The Department will be allowed 45 days to review the plans and calculations and provide either approval or review comments to the contractor. The 45-day review time will begin when the Department has received all of the calculations and drawings concerning the structure. Each new submittal from the Contractor as a result of corrections resulting from the Department's review or changes that are made by the contractor to expedite construction or to correct for field errors will have a 45 day review time.

The Department will be the sole judge of the adequacy of the information submitted. The review and acceptance of the final plans and methods of construction by the Department will not in any way relieve the Contractor of responsibility for the successful completion of the work. Contractor delays due to untimely submissions and insufficient information will not be considered as justification for time extensions.

Within 30 days of receiving Department approval of the plans, submit “stamped” reproducible mylar originals for inclusion in the project plans. Also, submit Electronic files of the final plans. For any changes made during construction of the wall, submit “as built” reproducible mylar originals and “as built” electronic files.

630.2 Materials

- A. **MESA** – For Mesa Retaining Wall by Tensar, see Section 626.2 “Materials” and Section 809 of the Specifications except as noted herein.
- B. **Backfill Stabilizing Devices - Keystone**
 - 1. Use backfill stabilizing device shop fabricated of cold drawn steel wire conforming to the minimum requirements of ASTM A 82 and welded into the finished strip in accordance with ASTM A 185. After fabrication, apply galvanization in accordance with ASTM A 123.
 - 2. Repair damage to the galvanized coating to the Engineer’s satisfaction at no additional cost to the department.
- C. **Connector and Alignment Pins - Keystone**

Provide 9/16 inch (14 mm) diameter galvanized steel connector pins conforming to ASTM A 82 and galvanized in accordance with ASTM A 123 to positively connect the keystone reinforcement to the segmental concrete facing units. Provide ½ inch (12 mm) diameter fiberglass alignment pins to positively connect the segmental facing units to each other. Alignment pins are used in all units except where keystone strips attach to the facing units.

D. Concrete - MBRW

1. Use Class A concrete for leveling pads.
2. In concrete facing units, except as indicated in the approved mix design, admixtures will not be allowed. Furnish segmental concrete facing units with a minimum compressive strength after 28 days of 4,000 psi (27.6 MPa) and with a maximum absorption rate of 5 percent by weight manufactured and tested in accordance with ASTM C 1372.

E. Separator Geotextile - MBRW

Furnish nonwoven plastic filter fabric that has a minimum unit weight of 6 oz. per square yard (2.0 N per square meter) listed on the QPL for Work in this Specification.

F. Special Embankment Backfill - MBRW

1. Unit fill – Furnish 1" (27mm) crushed stone or crushed gravel to fill annulus of segmental facing units meeting the following gradation requirements:

<u>Sieve Size</u>	<u>% Passing by Weight</u>
1 inch (27mm)	100%
¾ inch (19mm)	75-100%
No. 4	0-10%
No. 5	0-5%

2. MBRW Backfill Material – Use material that conforms to the requirements of Subsection 812.2.04.

G. Certification - MBRW

The Department will use certified test reports as specified in Subsection 106.05, "Materials Certification" and perform routine tests as a basis for material acceptance furnished for the Work.

630.2.01 Delivery, Storage, and Handling

A. Soil Reinforcing Devices, Connector Pins, Alignment Pins and Geosynthetic Drainage Composite

1. Check the polymeric materials upon delivery to ensure that the proper material has been received.
2. Storage of polymeric materials:
 - Above -20°F (-29°C)
 - Avoid contact with mud, wet concrete, epoxy and like materials
 - Lay flat or stand on end

B. Segmental Concrete Facing Units

3. Check the segmental concrete facing units upon delivery to ensure that proper materials have been received.
4. Storage of segmental concrete facing units:
 - Avoid contact with mud, wet cement, epoxy and like materials
 - Protect from damage (i.e. cracks, chips and spalls)
 - Evaluate damaged units for usage according to ASTM C 90 and ASTM C 1372.

630.3 Construction Requirements

630.3.01 Personnel

Meet the following personnel requirements:

A. Design

Use a Design Engineer with the following qualifications to design the wall and prepare and submit plans for approval:

- Is registered as a Professional Engineer in the State of Georgia.
- Has knowledge and experience with the design and construction of Modular Block MSE retaining walls.
- Is available at any time during the life of the Contract to discuss the design of the walls directly with the Department.

B. Construction

The Contractor or Subcontractor shall meet the following requirements:

- Be experienced in the construction of Mechanically Stabilized Embankment Walls.
- Include on staff, a supervising engineer for the Project with at least five years of experience in the construction of Mechanically Stabilized Embankment Walls.

Submit the following proof, whenever requested by the Department, of the ability to design and/or construct Mechanically Stabilized Embankment Walls.

- Evidence of the successful completion of at least five Projects similar in concept and scope to the proposed wall.
- Resumes of the supervising engineer and foremen to be employed on this Project showing the type and number of Mechanically Stabilized Embankment Walls each worked on within the past five (5) years.

The Department will be the sole judge of the acceptability of the qualifications of the design engineer, supervising engineer and foreman.

630.3.02 Equipment

General Provisions 101 through 150.

630.3.03 Preparation

A. General Requirements – Designing and Detailing

The Department's plans will include a Wall Envelope. The Wall Envelope will show:

- The existing and proposed ground line,
- The maximum elevation of the top of the leveling pad
- The proposed top of coping or the proposed gutterline elevations where the barrier is attached to the wall
- The soil parameters for the wall design
- The location of any internal walls required
- The location of other appurtenances including but not limited to:
 - Light standards
 - Sound barriers
 - Sign supports
- Other obstructions in the wall backfill including but not limited to:
 - Drainage structures and pipes
- Details of any proposed ditches at the top of the wall
- Proposed pay quantities

Ensure that the wall design is compatible with all horizontal and vertical criteria and backfill loading conditions.

Verify the wall location according to [Subsection 149.1.03.E](#) and Subsection [149.3.03.D](#) before the final wall design is submitted. Include in the verification:

- The top and bottom of the wall envelope
- Backfill design conditions
- Depth of wall embedment
- Location of drainage structures and other obstructions in the wall backfill
- Other appurtenances located on the wall.

If any changes to the wall envelope are required by the field survey, submit plan sheets to the Engineer for approval showing the wall envelope as detailed in the plans with the required changes noted.

B. Wall Design

Use the following design criteria for a Contractor designed wall:

1. Provide one of the following wall systems:
 - Diamond Pro (Diamond Pro Retaining Wall System by Anchor Wall Systems, Inc.)
 - KeySystem I (Keystone by CONTECH Construction Products)
 - MESA (Mesa Retaining wall System by Tensar International)
2. Design the MBRW according to the current AASHTO Standard Specifications for Highway Bridges including interims. (Mechanically Stabilized Earth Wall Design – Section 5.8)
3. Design the MBRW to account for all live load, dead load and wind load from all traffic barrier, lights, overhead signs, sound barriers and other appurtenances located on top and adjacent to the wall. Design MBRW to account for all external forces.
4. Assume responsibility for all temporary shoring that may be necessary for wall construction. Design the shoring using sound engineering principles.
5. Provide a minimum length of soil reinforcement of 10 feet (3 m) or seven-tenths (0.7) of the wall height, whichever is greater.
6. Ensure that the special wall backfill extends a minimum of 12 in (300 mm) past the end of the soil reinforcement.
7. Provide internal walls to allow for future widening if shown on the wall envelope. Ensure the internal walls have galvanized wire or concrete facing. Ensure as a minimum, that the facing of the internal walls extend to the back limit of the MBRW Backfill for the permanent wall.
8. Design the barrier for a 500 lbs. per linear foot (744 kilograms per linear meter) loading applied horizontally along the top of the barrier. The barrier shall be continuous or have a counterweight slab continuous over not less than twenty feet.
9. A Foundation Investigation Report may be available from the Geotechnical Engineering Bureau of the Department. The information contained in this report may be used by the Contractor to assist in evaluating existing conditions for design as well as construction. However, the accuracy of the information is not guaranteed and no requests for additional monies or time extensions will be considered as a result of the Contractor relying on the information in this report.
10. Ensure the following requirements are met:
 - The gutterline grade on the proposed top of wall submitted matches the gutter elevations required by the plans.
 - The top of coping is at or above the top of coping shown on the envelope.
 - The leveling pad is at or below the elevation shown on the wall envelope.
 - Any changes in wall pay quantities due to changes in the wall envelope are noted in the contractor's plans
 - All changes in quantities due to the proposed walls being outside the wall envelope (step locations, ending wall at full block, etc.) are shown as separate quantities.
11. Ensure the minimum embedment of the wall (top of leveling pad) is at least 2 feet (600 mm). If the soil slopes away from the bottom of the wall, lower the bottom of the wall to provide a minimum horizontal distance of 10 ft (3 m) to the slope. [i.e. a 2:1 slope in front of the wall requires 5 ft (1.5 m) of embedment; a 4:1 slope in front of the wall requires 2.5 ft (750 mm) of embedment]
12. If the Department's review of the submitted plans and calculations results in more than two submittals to the Department by the Contractor, the Contractor will be assessed for all reviews in excess of two submittals. The assessment for these additional reviews will be at the rate of \$60.00 per hour of engineering time expended.

C. Prepare the Foundation

Before beginning construction, prepare the foundation as follows:

5. Grade the foundation for the modular block retaining wall level to a width equal to or exceeding the width of the reinforced volume and leveling pad.
Use the top of the leveling pad as the grade elevation.
6. Before beginning the wall and leveling pad construction, compact the foundation to at least 95 percent of maximum laboratory dry density as determined by GDT 7.
7. If excavating below the leveling pad elevation, reconstruct the area as embankment.
8. Remove and replace foundation soils that are incapable of sustaining the required compaction as directed by the Office of Materials and Research.

9. At each segmental unit foundation level, provide a non-reinforced concrete leveling pad as shown on the Plans.
 - a. Place leveling pads so they are level within $\frac{1}{8}$ in (3 mm) per pad or per 10 ft (3 m), whichever length is greater.
 - b. Repair or replace leveling pads that do not meet this requirement as directed by the Engineer at the Contractor's expense.
 - c. Use non-degradable synthetic rope with a diameter $\leq \frac{1}{4}$ in (6 mm) or 1 in (25 mm) wide continuous strips of fiberglass shingles to level the segmental units. Do not use more than $\frac{3}{8}$ in (10 mm) thickness of shims.
 - d. If more leveling is required, take other corrective action, such as replacing the leveling pad.
10. Embed the wall at least 2 ft (600 mm) into an embankment, when shown on the Plans. Construct the embankment before constructing the leveling pad and placing backfill for the wall.

For details on leveling pads, see plans and construction details.

630.3.04 Fabrication

See Subsection 626.3.04 of the Specifications.

630.3.05 Construction

A. Wall Erection

Segmental Concrete Facing Unit Installation

1. Place the leveling pad consisting of unreinforced concrete at the elevation(s) and to the dimension(s) shown on the plans.
2. Place the first course of segmental concrete facing units on top of and in full contact with the leveling pad.
3. Check the segmental concrete facing units for proper elevation and alignment.
4. Use non-degradable synthetic rope with a diameter $\leq \frac{1}{4}$ in (6 mm) or 1 in (25 mm) wide continuous strips of fiberglass shingles to level the segmental units. Do not use more than $\frac{3}{8}$ in (10 mm) thickness of shims on any single course.
5. Place segmental concrete facing units side by side for the full length of the wall.
6. Use a string line or offset from baseline to maintain proper alignment.
7. Install alignment or connector pins as indicated in the shop drawings.
8. Sweep all excess material from the top of the segmental concrete facing units prior to installing the next course.
9. Lay segmental concrete facing units to create the minimum radius possible, or as otherwise shown on the construction drawings.
10. Install segmental concrete facing units such that only the front face of the units shall be visible.
11. Wall facing vertical tolerances and horizontal alignment shall not exceed $\frac{3}{4}$ in (19 mm) when measured with a 10 ft (3 m) straight edge. During construction the maximum allowable offset in any joint shall be $\frac{3}{4}$ in (19 mm). The overall vertical tolerance of the wall (top to bottom) shall not exceed $\frac{3}{4}$ in per 10 feet (19 mm per 3 m) of wall height.

B. Backfill Soil Reinforcing Device Installation

1. Verify soil reinforcement is of the proper size and length.
2. Place soil reinforcement at the elevation(s) and to the length(s) shown on the construction drawings or as directed by the Engineer.
3. Place soil reinforcement at 90 degrees to the face of the wall unless otherwise indicated on the Plans or directed by the Engineer.
4. Connect soil reinforcement to segmental concrete facing units by placing them over the connector device as shown on the construction plans.
5. Lay the soil reinforcement horizontally on compacted backfill.
6. Place the next course of segmental concrete facing units over soil reinforcement.
7. Pull the soil reinforcement taut prior to backfill placement.

C. Special Embankment Backfill

1. Place backfill shortly after erecting each concrete facing unit. Follow these guidelines:
 - a. Place backfill lift to a uniform thickness and place it from the back face of the wall to 1 ft (300 mm) beyond the end of the soil-reinforcing devices. Fill and compact segmental facing units.
 - b. At each soil reinforcement level, compact the backfill to the full length of reinforcing and slope it at 1% (max.) to drain away from the wall before placing and attaching the next layer of reinforcing.

- c. Repair or replace damaged soil reinforcement or segmental units before attaching and backfilling the reinforcing devices.
- d. Ensure that the maximum lift thickness is 8 in (200 mm) (loose) and closely follows segmental unit erection. Decrease this lift thickness to obtain the specified density, if required.
- e. Compact the embankment backfill material to at least 100 percent of maximum laboratory dry density as determined by [GDT 7](#) or [GDT 24a](#), [GDT 24b](#) Method A or B, for full depth of the material.
- f. Compact the embankment backfill material without disturbing or displacing the reinforcing and segmental units.
- g. Compact from the area nearest the wall face to the back of the reinforcing except for a strip 3 ft (1 m) wide adjacent to the backside of the wall facing units.
- h. After compacting the remainder of the layer, compact this 3 ft (1 m) strip with light mechanical tampers without causing the segmental units to move outward.
- i. Whenever a compaction test fails on a special embankment backfill lift, do not place additional material over that area until the lift is re-compacted and obtains a passing compaction test.

D. Geotextile

Place geotextile against the back of the facing units as shown on the plans.

E. Storm Drains

Provide precast segments that have the appropriate storm drain openings into segments at the elevation and locations indicated on drainage profiles.

Place catch basins so that pipes will enter perpendicular (plan view) to the segments or below the leveling pads as shown on the Plans. Coordinate the catch basin construction and the storm drain placement with the wall construction.

F. Dewatering

Furnish, install, operate, and maintain satisfactory dewatering systems to maintain the site in a dry and workable condition to permit grading, compacting the wall foundation, and erecting and backfilling the wall. Furnish dewatering system equipment and materials and continue the system as long as necessary.

G. Catch Basins and Longitudinal Pipes

When catch basins are located behind the wall, use the details and methods outlined in the plans.

When longitudinal pipes are located behind the wall, adjust soil reinforcement in accordance with the details provided in the shop drawings.

630.3.06 Quality Acceptance

General Provisions 101 through 150.

630.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

630.4 Measurement

A. Excavation and Shoring

Excavation, including removing unstable material and shoring for construction of the MBRW, will not be measured and paid for separately.

B. Segmental Concrete Facing Units

The area of wall face, complete in place and accepted, will be designated for payment by the square foot (meter). The area of drains through the wall will not be deducted.

The wall area (wall envelope) measured for payment will be the area from the proposed top of coping or the proposed gutterline or top of sidewalk elevations to the maximum elevation of the top of the leveling pad.

Any area of cast-in-place facing around drainage structures within the approved wall envelope will not be measured separately. Payment will include all costs for concrete, reinforcing steel in the cast-in-place areas.

C. Backfill Soil Reinforcement Devices

The backfill soil reinforcement devices will not be measured separately. Include this cost in the unit price bid for Segmental concrete facing units.

D. Backfill

The MBRW backfill material used in the MBRW volume will not be measured separately except as noted below. When not paid for separately, include the cost in the unit price bid for Segmental concrete facing units.

Exceptions:

- Any additional MBRW backfill required as a result of an undercut ordered by the Engineer and requiring the MBRW backfill material to provide stability, as determined by the Engineer, will be paid as additional MBRW backfill.
- If no quantities for this item are included in the proposal, a price of \$25 per cubic yard (\$33.00 per cubic meter) will be paid.

Backfill of undercut areas not requiring materials of grades higher than common excavation soils will not be paid for separately. Include the cost in the overall bid price submitted.

Any backfill material required by construction procedures to extend outside the MBRW volume is considered incidental. Include this cost in the price bid for contract items.

E. Concrete Leveling Pads

Concrete leveling pads will not be measured separately. Include this cost in the unit price bid for Segmental concrete facing units.

F. Cast-in-place Coping A, Cast-in-place Coping B and Precast Coping mounted atop the MSE Wall

These units, complete in place and accepted, will be designated on the Plans and measured at the Contract Unit Price bid per linear foot (meter) for each type unit.

G. Dewatering

No separate measurement or payment will be made for dewatering. Include the cost of dewatering in the price bid for MBRW backfill material.

630.4.01 Limits

General Provisions 101 through 150.

630.5 Payment

The pay quantities will be the Wall Envelope quantities shown in the Plans unless the Engineer approves an adjusted wall envelope. In this case, the pay quantities will be the adjusted wall envelope quantities.

No additional compensation will be made for any additional material, equipment, design, or other items found necessary to comply with the project Specifications as a result of the Department's review except for changes made necessary by the survey verification required by [Subsection 149.1.03.E](#) and [Subsection 149.3.03.D](#), or other changes approved by the Engineer.

Include in the unit bid prices all costs necessary to comply with the requirements of this specification. No payment will be made for wall area outside of the adjusted wall envelope.

A. Excavation and Shoring

Excavation, including removing unstable material and shoring for construction of the mechanically stabilized embankment retaining wall, will not be paid for separately.

B. Segmental Concrete Facing Units

The area of wall face, complete in place and accepted, will be paid for by the square foot (meter). The area of drains through the wall will not be deducted.

Any area of cast-in-place facing around drainage structures within the approved wall envelope will be paid as wall face. Payment will include all costs for concrete, reinforcing steel in the cast-in-place areas.

No separate payment will be made for architectural treatment.

No separate payment will be made for internal wall facing, internal wall backfill stabilizing devices or additional MBRW backfill necessitated by the internal wall.

C. Backfill Stabilizing Devices

The backfill stabilizing devices will not be paid for separately. Include this cost in the unit price bid for Segmental concrete facing units.

D. Backfill

The MBRW backfill material used in the MBRW volume will not be paid for separately except as noted below. When not paid for separately, include the cost in the unit price bid for Segmental concrete facing units.

Exceptions:

- Any additional MSE backfill required as a result of an undercut ordered by the Engineer and requiring the MBRW backfill material to provide stability, as determined by the Engineer, will be paid as additional MBRW backfill.
- If no quantities for this item are included in the proposal, a price of \$25 per cubic yard (\$33.00 per cubic meter) will be paid.

Backfill of undercut areas not requiring materials of grades higher than common excavation soils will not be paid for separately. Include the cost in the overall bid price submitted.

Any backfill material required by construction procedures to extend outside the MBRW volume is considered incidental. Include this cost in the price bid for contract items.

E. Concrete Leveling Pads

Concrete leveling pads, including steps shown in the Plans will not be paid for separately.

F. Cast-in-place Coping A, Cast-in-place Coping B and Precast Coping mounted atop the MSE Wall

These units, complete in place and accepted, will be designated on the Plans and paid for at the Contract Unit Price bid per linear foot (meter) for each type unit.

G. Dewatering

No separate payment will be made for dewatering. Include the cost of dewatering in the price bid for special embankment backfill.

Payment will be made under:

Item No. 630	Segmental concrete facing units -	Per square foot (meter)
Item No. 630	Modular Block Retaining Wall Backfill Material	Per cubic yard (meter)
Item No. 630	Modular Block Retaining Wall Cast-in-place coping, A	Per linear foot (meter)
Item No. 630	Modular Block Retaining Wall Cast-in-place coping, B	Per linear foot (meter)
Item No. 630	Modular Block Retaining Wall Precast coping	Per linear foot (meter)

630.5.01 Adjustments

General Provisions 101 through 150.